

School Board Meeting Agenda

Tuesday, June 15, 2021 | 5:00 pm | Conducted Remotely Via Google Hangouts Meeting

Board Members Present Remotely: Josh MacLachlan, David Massey, Tennille Warren, Katie Siewert, Melinda Haas, Rachael McNamara

Others Present: Nate Winter - CLA (Ex Officio), AAHS TPS Representatives: Julie Peterson (Ex Officio)

Agenda

- 1. Call to Order:**
- 2. Conflict of Interest Check:**
- 3. Approval of June 14, 2021 Agenda:**
- 4. Approval of May 18, 2021 Minutes:**
- 5. Public Comments:**
- 6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)**
 - a. Approval of June 2021 Financial Report
 - b. Approval of June 2021 Disbursements
- 7. Ex Officio Report: (Julie Peterson)**
- 8. Student Data Report – Katie Siewert / Josh MacLachlan**
- 9. Strategic Items:**
 - a. Mission / Vision / Values review process
 - b. Board Training: Mastery-Based Grading
- 10. Action Items:**
 - a. Approval FY21 Revised budget
 - b. Approval of FY22 Budget
 - c. Updated Contract with Authorizer
 - i. Approval of updates to Exhibit G
 - ii. Approval of updates to Exhibit M

- iii. Approval of updates to Exhibit P
- d. Approval of FY22 School Calendar
- e. Review of updated lease

11. Adjourn:

School Board Meeting Agenda

Tuesday, May 18, 2021 | 5:00 pm | Conducted Remotely Via Google Hangouts Meeting

Board Members Present Remotely: Josh MacLachlan, David Massey, Tenille Warren, Katie Siewert, Melinda Haas, Rachael McNamara

Others Present: Nate Winter - CLA (Ex Officio), AAHS TPS Representatives: Shoua Yang (Ex Officio)

Agenda

1. **Call to Order:** Josh at 5:01
2. **Conflict of Interest Check:**
 - a. None to report
3. **Approval of May 18, 2021 Agenda:**
 - a. Katie Siewert motions to approve the May 18, 2021 agenda, Tenille Warren seconds.
 - b. **No discussion**
 - c. **Motion passes with following votes:**
 - i. Josh MacLachlan - Aye
 - ii. Katie Siewert - Aye
 - iii. Melinda Haas -Aye
 - iv. Rachael McNamara - Aye
 - v. Tennille Warren - Aye
4. **Approval of April 20, 2021 Minutes:**
 - a. Tenille Warren motions to approve the April 20, 2021 minutes, Katie Siewert seconds.
 - b. Discussion:
 - i. No further Discussion
 - c. Motion passes with following votes:
 - i. Josh MacLachlan - Aye

- ii. Katie Siewert - Aye
- iii. Melinda Haas -Aye
- iv. David Massey - Aye
- v. Rachael McNamara - Aye
- vi. Tennille Warren - Aye

5. Public Comments:

- a. None to report

6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)

- a. Approval of April 2021 Financial Report

- i. Josh MacLachlan motions to approve the April 2021 financial report,
Katie Siewert seconds.

- ii. Motion passes with the following votes:

- 1. Josh MacLachlan - Aye
- 2. Katie Siewert - Aye
- 3. Melinda Haas -Aye
- 4. David Massey - Aye
- 5. Rachael McNamara - Aye
- 6. Tennille Warren - Aye

- b. Approval of May 2021 Disbursements

- i. Katie Siewert motions to approve the April 2021 disbursement, Tenille
Warren seconds.

- ii. Current Approved Budget: 99
- iii. Current School Enrollment: 94
- iv. Current Average ADM: 92.47
- v. Variance: -7

All in favor of approving the April 2021 financial report:

1. Josh MacLachlan - Aye
2. Katie Siewert - Aye
3. Melinda Haas -Aye
4. David Massey - Aye
5. Rachael McNamara - Aye
6. Tennille Warren - Aye

7. Ex Officio Report: (Shoua)

- a. School Updates:
 - i. June 10th: School picnic and graduation
 - ii. May 22nd: N-Word Speaker during Podcast
- b. Personnel: Receptionist position still vacant
- c. Restorative/Anti Bias/SEL: Training on May 22nd
- d. Finance: School budget draft delayed
- e. Nutrition: Students continue to receive bag lunches to take home with them
- f. Marketing: AAHS now member of Dakota County Chamber of Commerce, back to school 5K in August, Car Wash Fundraiser June 12th
- g. Curriculum: AHA days not to continue next year
- h. Enrollment: 9 new enrollments for next year so far

8. Student Data Report – Katie Siewert / Josh MacLachlan

- a. Nothing new to report
- b. Next month, end of year measures

9. Strategic Items:

- a. Virtual board meetings
 - i. Possible hybrid option for future
- b. Lease negotiation update /Review of Redlined lease

- i. Still in process, action item for June
- c. Vision/Mission revision process (if not discussed during ex officio report)
 - i. Initiative TPS is addressing

10. Action Items:

- a. None to discuss

11. Adjourn: David Massey motions to adjourn at 5:44 PM.



- May 2021 -

Financial Statements

Prepared By:

Nate Winter



TABLE OF CONTENTS

Executive Summary.....	3
Dashboard.....	4
Comparative Balance Sheet.....	5
Balance Sheet by Fund.....	6
Income Statement.....	7-8
Check Register.....	9-10
Cash Receipt Register.....	11-12
Selected Information.....	13

Academic Arts High School Executive Summary

To accompany the May 2021 financial statements, as presented to the School Board

** As of month-end, 92% of the year was complete

Enrollment

- Current Approved Budget: 99
- Current School Enrollment: 94
- Current Average ADM: 91.92
- Variance: -7

Statement of Activities

Cash at the end of May was \$252K, which is a \$5K decrease from the prior month. The current year estimated state receivable that is owed to the School through month end was \$247K. The amount owed in the prior year state receivable to the School has been received as of month end.

The beginning fund balance for the year is \$390,558.

Schedule of Budget and Actual Revenue and Expenses

The % of Budget column is where the School was for the month of May:

- Revenues for the month were at 87% of budget:
 - Two IDEAS payments on the 15th and 30th. Holdback included.
 - SPED tuition billing, local deposits.
- Expenditures for the month were at 87% of budget:
 - Normal monthly payments of rent, benefits, contracted services, and supplies went out
 - Air purifiers & sanitation dispensers.

Other Items of Importance

- CARES applications have been submitted and we are in the process of allocating expenses to the award.
- ARP award has been accepted and the application submitted.
- Current year estimated state receivable is currently be based off an ADM of 92.
- ADSIS application has been provisionally approved pending the additional details requested by the MDE.

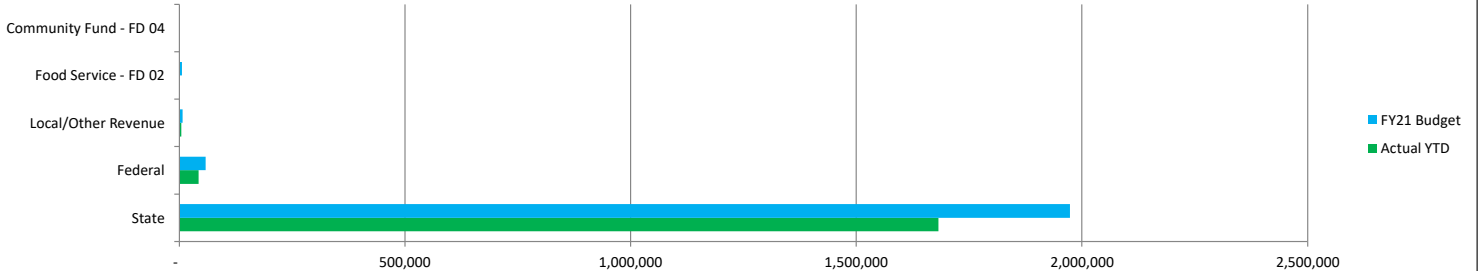
Academic Arts High School Financial Dashboard

May 2021 92% of School Year Complete

REVENUE

Total Revenue this Month \$143,469	Total Revenue YTD \$1,774,050	Budgeted Revenue FY21 \$2,046,048	% of Revenue Budget 87%
--	---	---	-----------------------------------

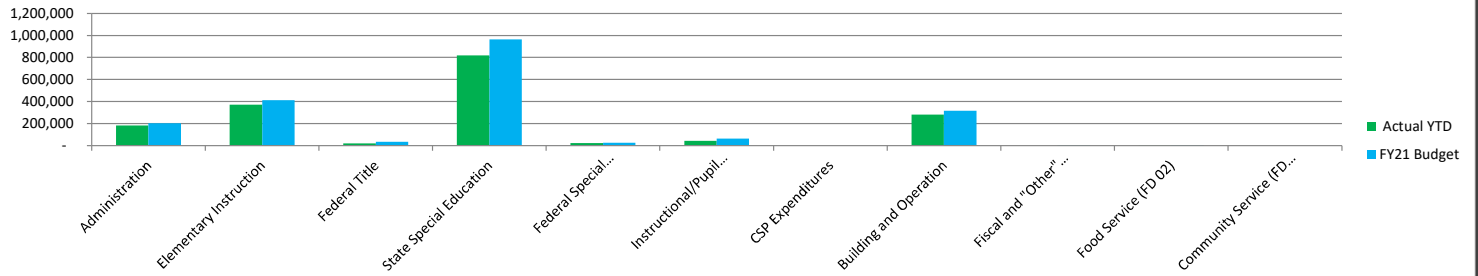
Revenue - Actual vs. Budget



EXPENSE

Total Expense this Month \$148,831	Total Expense YTD \$1,771,085	Budgeted Expense FY21 \$2,027,201	% of Expense Budget 87%
--	---	---	-----------------------------------

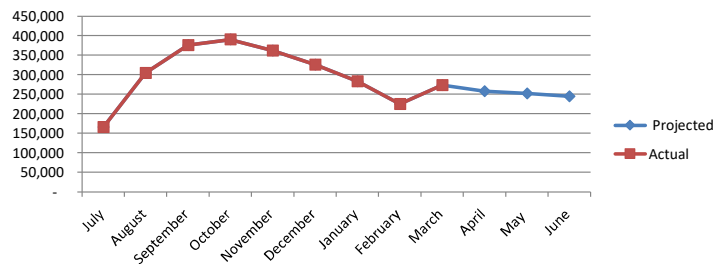
Expense - Actual vs. Budget



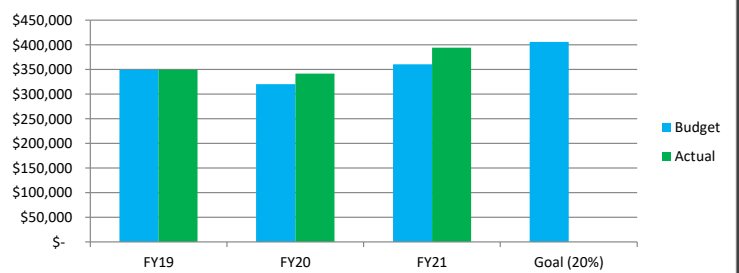
BALANCE SHEET

Cash at End of Month \$252,135	Cash at End of Prior Month \$257,597	Beginning Fund Balance - FY21 \$390,558	Budgeted Fund Balance - End of FY21 \$359,907
Cash at Beginning of Year \$172,882	Projected Cash Balance- End of FY21 \$244,290	Fund Balance at Month End \$393,523	Long-Term Fund Balance Goal (20%) \$405,440

Cash Flow Projection



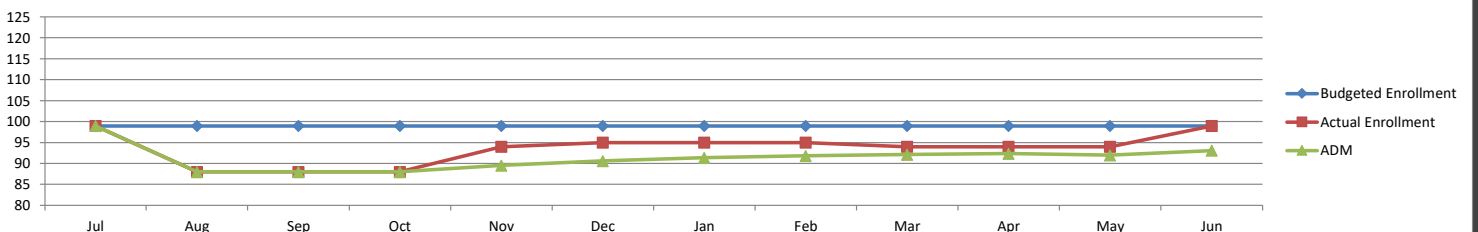
Fund Balance - Budget vs. Actual



ENROLLMENT

Actual Enrollment at Month End 94	Budgeted Enrollment 99	Actual ADM - YTD 92	Actual vs. Budgeted Enrollment Variance (7)
---	----------------------------------	-------------------------------	---

Actual vs. Budgeted Enrollment



No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School

Comparative Balance Sheet - All Funds

As of May 2021

	Current Month	Prior Month	\$ Change	Audited	YTD \$ Change
	5/31/2021	4/30/2021		6/30/2020	
ASSETS:					
Current Assets:					
Cash	252,135	257,597	(5,462)	172,882	79,253
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	-	3,129	(3,129)	-	-
Due from MDE - Current Year Estimate	247,208	224,465	22,743	306,505	(59,297)
Due from Federal	51,187	35,046	16,141	24,388	26,799
Prepays	8,716	8,716	(0)	20,451	(11,735)
Total Current Assets	559,247	528,953	30,294	524,226	35,020
Capital Assets:					
Buildings and Equipment	-	-	-	-	-
Less: Accumulated Depreciation	-	-	-	-	-
Total Net Capital Assets	-	-	-	-	-
TOTAL ASSETS	559,247	528,953	30,294	524,226	35,020
LIABILITIES:					
Current Liabilities:					
Salaries Payable	140,342	127,584	12,758	82,154	58,189
Accounts Payable	17,757	6,083	11,674	17,405	351
Payroll Liabilities	7,625	3,300	4,325	34,110	(26,485)
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	165,724	136,967	28,757	133,669	32,055
FUND BALANCE					
Beginning Fund Balance as of July 1, 2020	390,558	390,558	-	349,075	
Net Income, FY2021 to Date	2,965	1,429	1,536	41,483	(38,518)
Ending Fund Balance	393,523	391,987	1,536	390,558	2,965
TOTAL FUND BALANCE	393,523	391,987	1,536	390,558	2,965
TOTAL LIABILITIES AND FUND BALANCE	559,247	528,953	30,294	524,226	35,020

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School

Balance Sheet

As of May 2021

	ALL FUNDS	General Fund	Food Service	Community Fund	Capital Assets
	Total	FD 01	FD 02	FD 04	FD 98
ASSETS:					
Current Assets:					
Cash	252,135	252,583	(449)	-	-
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	-	-	-	-	-
Due from MDE - Current Year Estimate	247,208	247,208	-	-	-
-	-	-	-	-	-
Due from Federal	51,187	51,187	-	-	-
Prepays	8,716	8,716	-	-	-
Total Current Assets	559,247	559,695	(449)	-	-
Capital Assets					
Buildings and Equipment					
(Less) Depreciation					
Total Net Capital Assets	-				-
TOTAL ASSETS	559,247	559,695	(449)	-	-
LIABILITIES:					
Current Liabilities:					
Salaries Payable	140,342	140,342	-	-	-
Accounts Payable	17,757	16,393	1,364	-	-
Payroll Liabilities	7,625	7,625	-	-	-
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	165,722	164,360	1,364	-	-
FUND BALANCE					
Beginning Fund Balance as of July 1, 2020	390,558	390,558	-	-	-
Net Income, FY 2021 to Date	2,965	4,777	(1,812)	-	-
Ending Fund Balance	393,523	395,335	(1,812)	-	-
Investment in Capital Assets	-				-
TOTAL LIABILITIES AND FUND BALANCE	559,247	559,695	(449)	-	-

Academic Arts High School
Income Statement - Variance
As of May 2021

92% of Fiscal Year 2020-2021 Complete

	YTD Actual	YTD Budget	YTD Variance	FY21 Original Budget	% of Budget
FUND 01					
DISTRICT REVENUE - GENERAL FUND					
Local & Other	5,131	6,783	(1,653)	7,400	69%
State - Gen. Ed. Aid	768,088	813,285	(45,198)	887,220	87%
State - Special Education	644,457	833,628	(189,171)	909,412	71%
State - Lease Aid	5,043	143,094	(138,051)	156,103	3%
State - Other	17,460	19,282	(1,822)	21,035	83%
Estimated State Holdback Recognized	247,208	-	-	-	N/A
PY Over/Under Accrual	9,328	-	-	-	N/A
Federal - CARES	7,829	-	7,829	-	N/A
Federal - CRF	26,148	-	26,148	-	N/A
Federal - Title	20,187	31,055	(10,868)	33,878	60%
Federal - Special Ed.	23,171	22,917	255	25,000	93%
TOTAL DISTRICT REVENUE - GENERAL FUND	1,774,050	1,870,044	(95,994)	2,040,048	87%
DISTRICT EXPENDITURES - GENERAL FUND					
Administration & District Support Services					
Salary & Benefits	80,946	86,547	(5,601)	94,415	86%
Purchased Services	76,333	68,750	7,583	75,000	102%
Supplies & Equipment	8,009	17,875	(9,866)	19,500	41%
Other Fees	15,296	12,155	3,141	13,260	115%
Total Administration & District Support Expenditures	180,583	185,327	(4,744)	202,175	89%
Instructional Expenditures					
Salary & Benefits	357,660	348,376	9,284	380,047	94%
Purchased Services	1,920	11,917	(9,997)	13,000	15%
Supplies & Equipment	10,385	16,958	(6,573)	18,500	56%
Other Fees	-	-	-	-	0%
Total Instructional Expenditures	369,965	377,251	(7,286)	411,547	90%
Federal Title					
Salary & Benefits	10,724	10,724	-	11,699	92%
Purchased Services	9,463	13,914	(4,452)	15,179	62%
Supplies & Equipment	-	-	-	7,000	0%
Other Fees	-	-	-	-	0%
Total Federal Title Expenditures	20,187	24,638	(4,452)	33,878	60%
State Special Education					
Salaries/Wages and Benefits	754,870	800,366	(45,497)	873,127	86%
Purchased Services	27,928	11,220	16,708	12,240	228%
Supplies & Equipment	356	3,960	(3,604)	4,320	8%
Transportation	33,944	68,750	(34,806)	75,000	45%
Other Fees	-	-	-	-	0%
Total State Special Education Expenditures	817,098	884,296	(67,199)	964,687	85%

No assurance is provided on these financial statements and supplementary information. See selected information.

	YTD Actual	YTD Budget	YTD Variance	FY21 Original Budget	% of Budget
Federal Special Education					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	20,523	13,750	6,773	15,000	137%
Supplies & Equipment	2,649	9,167	(6,518)	10,000	26%
Other Fees	-	-	-	-	0%
Total Federal Special Education Expenditures	23,171	22,917	255	25,000	93%
Instructional/Pupil Support					
Salary & Benefits	37,521	37,521	-	40,932	92%
Purchased Services	5,941	18,792	(12,851)	20,500	29%
Supplies & Equipment	-	-	-	-	0%
Other Fees	-	-	-	-	0%
Total Instructional Support Expenditures	43,461	56,312	(12,851)	61,432	71%
CARES/CRF Funding					
CARES	7,829	-	7,829	-	0%
CRF	26,148	-	26,148	-	0%
Total Instructional Support Expenditures	33,977	-	33,977	-	0%
Building & Operations					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	56,399	66,596	(10,197)	72,650	78%
Facilities Lease	212,541	214,805	(2,264)	234,333	91%
Supplies & Equipment	1,218	917	301	1,000	122%
Other Fees	10,674	7,792	2,882	8,500	126%
Total Building & Operations Expenditures	280,831	290,109	(9,278)	316,482	89%
Fiscal & Other Fixed Cost Programs					
Purchased Services	-	-	-	-	0%
Transfers to Other Funds	-	-	-	6,000	0%
Total Fiscal & Other Fixed Cost Programs Expend.	-	-	-	6,000	88%
TOTAL DISTRICT EXPENDITURES - GENERAL FUND	1,769,273	1,840,851	(71,578)	2,021,201	88%
GENERAL FUND (01) - NET INCOME	4,777	29,194	(24,417)	18,847	
FUND 02					
DISTRICT REVENUE - FOOD SERVICE FUND					
Local & Other	-	-	-	-	0%
State	-	-	-	-	0%
Federal	-	-	-	-	0%
Transfers from Other Funds	-	-	-	6,000	0%
TOTAL DISTRICT REVENUE - FOOD SERVICE FUND	-	-	-	6,000	0%
DISTRICT EXPENDITURES - FOOD SERVICE FUND					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	1,812	5,500	(3,688)	6,000	30%
Supplies & Equipment	-	-	-	-	0%
TOTAL DISTRICT EXPENDITURES - FOOD SERVICE FUND	1,812	5,500	(3,688)	6,000	30%
FOOD SERVICE FUND (02) - NET INCOME	(1,812)	(5,500)	3,688	-	
TOTAL REVENUES - ALL FUNDS	1,774,050	1,870,044	(95,994)	2,046,048	87%
TOTAL EXPENDITURES - ALL FUNDS	1,771,085	1,846,351	(75,266)	2,027,201	87%
NET INCOME (LOSS) - ALL FUNDS	2,965	23,694	(20,729)	18,847	
Beginning Fund Balance 7/1/2020	390,558			341,059	
Ending Fund Balance	393,523			359,907	

No assurance is provided on these financial statements and supplementary information. See selected information.

**Academic Arts High School
May 2021 Payment Register**

District #	Payment #	Bank	Check #	Pay Type	Payment Date	Vendor #	Vendor	Curr	Amount	Financials
4119	8676	AB		WX	5/31/2021	1014	Century Link	USD	\$ 346.40	Admin Purchased Services
4119	8677	AB		WX	5/31/2021	1101	CUB FOODS	USD	\$ 55.00	Admin Purchased Services
4119	8678	AB		WX	5/31/2021	1313	Amazon	USD	\$ 146.88	I/PS Purchased Services
4119	8679	AB		WX	5/31/2021	1313	Amazon	USD	\$ 22.19	Instructional S&E
4119	8680	AB		WX	5/31/2021	1313	Amazon	USD	\$ 14.95	Instructional S&E
4119	8681	AB		WX	5/31/2021	1313	Amazon	USD	\$ 5.99	Instructional S&E
4119	8682	AB		WX	5/31/2021	1313	Amazon	USD	\$ 119.00	Instructional S&E
4119	8683	AB		WX	5/31/2021	1348	target	USD	\$ 22.79	Instructional S&E
4119	8684	AB		WX	5/31/2021	1348	target	USD	\$ 19.99	Admin S&E
4119	8685	AB		WX	5/31/2021	1355	Office Depot	USD	\$ 19.09	Admin S&E
4119	8686	AB		WX	5/31/2021	1414	City of West St. Paul	USD	\$ 100.00	Admin Purchased Services
4119	8687	AB		WX	5/31/2021	1414	City of West St. Paul	USD	\$ 100.00	Admin Purchased Services
4119	8688	AB		WX	5/31/2021	1414	City of West St. Paul	USD	\$ 100.00	Admin Purchased Services
4119	8689	AB		WX	5/31/2021	1414	City of West St. Paul	USD	\$ 75.00	Admin Purchased Services
4119	8690	AB		WX	5/31/2021	1473	US Bancorp Equipment Finance	USD	\$ 223.07	I/PS Purchased Services
4119	8691	AB		WX	5/31/2021	1575	Southview Office CenterLLC	USD	\$24,762.65	B/O Lease & PS
4119	8692	AB		WX	5/31/2021	1760	Hobby Lobby	USD	\$ 27.68	Instructional S&E
4119	8693	AB		WX	5/31/2021	1876	USPS	USD	\$ 7.95	Admin Purchased Services
4119	8694	AB		WX	5/31/2021	1883	Alerus	USD	\$ 162.40	Payroll Liabilities
4119	8695	AB		WX	5/31/2021	1883	Alerus	USD	\$ 162.40	Payroll Liabilities
4119	8696	AB		WX	5/31/2021	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8697	AB		WX	5/31/2021	1886	TRA	USD	\$ 4,440.55	Payroll Liabilities
4119	8698	AB		WX	5/31/2021	1886	TRA	USD	\$ 4,440.55	Payroll Liabilities
4119	8699	AB		WX	5/31/2021	1887	PERA	USD	\$ 2,333.88	Payroll Liabilities
4119	8700	AB		WX	5/31/2021	1887	PERA	USD	\$ 2,572.73	Payroll Liabilities
4119	8701	AB		WX	5/31/2021	1888	IRS	USD	\$10,129.36	Payroll Liabilities
4119	8702	AB		WX	5/31/2021	1888	IRS	USD	\$ 9,723.43	Payroll Liabilities
4119	8703	AB		WX	5/31/2021	1889	MN Dept of Revenue	USD	\$ 1,545.94	Payroll Liabilities
4119	8704	AB		WX	5/31/2021	1889	MN Dept of Revenue	USD	\$ 1,617.40	Payroll Liabilities
4119	8705	AB		WX	5/31/2021	1895	St Paul MN Parking	USD	\$ 1.00	Admin Purchased Services
4119	8706	AB		WX	5/31/2021	1895	St Paul MN Parking	USD	\$ 3.75	Admin Purchased Services
4119	8707	AB		WX	5/31/2021	1910	MN UI FUND	USD	\$ 3,486.00	Admin Benefits
4119	8708	AB		WX	5/31/2021	1924	Skyroam, INC	USD	\$ 99.00	Admin Purchased Services
4119	8709	AB		WX	5/31/2021	1924	Skyroam, INC	USD	\$ 99.00	Admin Purchased Services
4119	8710	AB		WX	5/31/2021	1924	Skyroam, INC	USD	\$ 99.00	Admin Purchased Services
4119	8711	AB		WX	5/31/2021	1924	Skyroam, INC	USD	\$ 99.00	Admin Purchased Services
4119	8712	AB		WX	5/31/2021	1924	Skyroam, INC	USD	\$ 99.00	Admin Purchased Services
4119	8713	AB		WX	5/31/2021	1940	Apparel.com	USD	\$ 172.05	Instructional S&E
4119	8714	AB		WX	5/31/2021	1942	Alen Corporation	USD	\$ 2,917.20	CARES Award - ESSER 90%
4119	8715	AB		WX	5/31/2021	1943	The Tote Bag Factory	USD	\$ 208.40	Instructional S&E
4119	8716	AB		WX	5/31/2021	1944	Nothing Bundt Cakes	USD	\$ 157.50	Instructional S&E
4119	8717	AB		WX	5/31/2021	1945	Hen House Eatery	USD	\$ 46.00	I/PS Supplies & Equipment
4119	8718	AB		WX	5/31/2021	1949	BottleFillingStations.com	USD	\$ 1,494.10	CARES Award - ESSER 90%

No assurance is provided on these financial statements and supplementary information. See selected information.

4119	8719	AB		WX	5/31/2021	1950	Restoom Direct Hand Dryer	USD \$	492.00	CARES Award - ESSER 90%
4119	8675	AB	1734	CH	5/10/2021	1941	Emconada Food Truck	USD \$	580.00	Admin S&E
4119	8623	AB	6618	CH	5/6/2021	1146	cmERDC	USD \$	1,712.50	Admin Purchased Services
4119	8621	AB	6619	CH	5/6/2021	1015	DESIGNS FOR LEARNING	USD \$	5,194.00	State SPED PS
4119	8625	AB	6620	CH	5/6/2021	1641	Dick's/Lakeville Sanitation, INC.	USD \$	150.14	B/O Purchased Services
4119	8626	AB	6621	CH	5/6/2021	1642	Metro Sales	USD \$	190.52	I/PS Purchased Services
4119	8628	AB	6622	CH	5/6/2021	1913	Navigate Care Consulting	USD \$	400.00	CARES Award
4119	8624	AB	6623	CH	5/6/2021	1493	Premium Water Inc	USD \$	29.50	Admin Purchased Services
4119	8622	AB	6624	CH	5/6/2021	1031	QUILL CORPORATION	USD \$	226.56	Admin S&E
4119	8627	AB	6625	CH	5/6/2021	1891	The Lincoln National Life Insurance Company	USD \$	417.67	Payroll Liabilities
4119	8671	AB	6626	CH	5/21/2021	1493	Premium Water Inc	USD \$	29.50	Admin Purchased Services
4119	8671	AB	6626	CH	5/21/2021	1493	Premium Water Inc	USD \$	29.50	Admin Purchased Services
4119	8673	AB	6627	CH	5/21/2021	1909	Ratwik, Roszak & Maloney, P.A.	USD \$	47.00	Admin Purchased Services
4119	8672	AB	6628	CH	5/21/2021	1740	Scott's Home Delivery	USD \$	126.00	Food Service
4119	8674	AB	6629	CH	5/21/2021	1939	Superior Point	USD \$	1,175.00	Admin Benefits
Total:									\$83,128.16	

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1708	4119	AB	CR0521													
05.07.21	Office Max Return		1883	Credit	A	05/07/21		Wire	1	1003	FEDERAL START-UP					
						4119	E 01 005 110 000 401 000			Office Depot Return					20.45	0.00
														Receipt Total:	\$20.45	\$0.00
														Deposit Total:	\$20.45	\$0.00
1709	4119	AB	CR0521													
05.11.21	Deposit		1884	Credit	A	05/11/21		Wire	1	1003	FEDERAL START-UP					
						4119	R 01 005 000 000 099 000			Deposit					20.00	0.00
														Receipt Total:	\$20.00	\$0.00
														Deposit Total:	\$20.00	\$0.00
														Report Total:	\$143,468.67	\$0.00

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School
Historical and Forecasted Financial Statements
Selected Information
For the Eleven Months Ended May 31st, 2021 and Year Ending June 30th, 2021

The school presents governmental fund financial statements using the current financial resources measurement focus and the modified accrual basis of accounting. As required by state statute, the school operates as a nonprofit corporation under Minnesota Statutes §317A. However, state law also requires that the school comply with Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) which mandates the use of a governmental fund accounting structure.

The accompanying historical financial statements and forecasted financial statements include the following departures from accounting principles generally accepted in the United States of America and the guidelines for presentation of a forecast established by the AICPA:

- The historical and forecasted financial statements omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America.
- The financial statements are not a complete presentation of governmental fund financial statements in accordance with the above standards.

The effects of these departures have not been determined.

Summary of Significant Assumptions

These financial forecasts present, to the best of management's knowledge and belief, the School's expected financial position, results of operations, and cash projection for the forecast periods. Accordingly, the forecasts reflect its judgment as of April 21, 2020 the date of these forecasts, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecasts. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Balance Sheet & Cash Projection Assumptions

1 Due from MDE	90 Days
2 Payables are expected to be paid at net	120 Days
3 Payroll Payables are expected to be paid at net	30 Days

Statement of Operations Assumptions

1 Revenue is expect to grow at a rate of	9%
2 Salaries, benefits, and taxes are expected to increase by	9%
3 All other expenses are expected to increase	7%

No assurance is provided.

20-21 June
Board Meeting (Highlights and To Do)

Date: 6/15/21

Ex Officio: Julie

School Events

- End of Year Picnic
 - Graduation
 - Car Wash
 - Kaposia Days- looking into
 - Community rollerskating/blading event 6-9 last Fri of month June/July/Aug
 - Wear AHA gear- presence in community, marketing to send reminders
-

Committee Updates

TPS:

- 3 day long scheduled summer training days June 22, July 13, and Aug 17
- Checking and responding to emails on Mondays
- Committees meet and work as needed
- Completed end of the year evals

Personel:

- Posted for front desk position- spanish speaking need

Restorative/SEL/Anti Bias:

- Reading and doing book study on White Fragility

Finance:

- CLA (Nate) covered I am sure
- Working on understanding the many types of funds

Nutrition:

- Developing plan to obtain free/reduced lunch forms from families next year

Marketing:

- Scheduled social media posts through the summer
- Sending an enrollment mailer mid summer
- Attending community events
- Possible 5k in August (also raising funds for athletics)

Enrollment:

- 10 new enrollments
- On call for summer
- Ind tours as requested

Curriculum:

- Training and designing modern classroom- plan to address learning
-

Assignments from Board (to be brought back to TPS):

1.

Academic Arts High School

Academic Arts High School				
		Original	Revised	CLA Notes to Budget Changes from Board Approved Budget
		FY21	FY21	
Enrollment Assumptions				
	ADM	99	92	
	Pupil Units	118,80	110,40	
<hr/>				
General Fund 01				
Revenues				
State Aids				
	General Education Aid	887,220	827,299	
	Charter School Lease Aid	156,103	145,066	
	State Special Ed Aid	841,912	790,626	
	State Sped Transportation	67,500	38,109	
	Safe Schools Aid	3,385	3,385	
	Endowment Revenue	4,582	4,258	
	Other State Aids (Ft Maint.)	13,068	12,144	
	Total State Revenues	1,973,770	1,820,887	
Federal Aids				
	Title	33,878	27,173	
	Federal Special Ed	25,000	25,545	
	CRF Funding	0	26,141	
	CARES Act	0	5,000	
	Total Federal Revenues	58,878	83,858	
Local Revenues				
	Student Activities	5,400	5,400	
	Gifts & Bequests	1,000	1,000	
	Miscellaneous	1,000	1,000	
	Total Local Revenues	7,400	7,400	
TOTAL GENERAL FUND REVENUES		\$2,040,048	\$1,912,145	
Expenditures				
Administration & District Support				
	Salaries	72,627	51,786	
	Benefits	21,788	15,252	
	Purchased Services	75,000	87,500	
	Supplies & Materials	17,500	15,800	*7.3K for advertising, 5.5K for admin software, 3K for Admin Supplies/Food
	Capital Expenditures	2,000	0	
	Dues & Memberships	13,260	17,000	
	Total Administration & District Support	202,175	187,338	
Regular Instruction				
	Salaries	289,644	288,543	
	Benefits	90,403	90,403	
	Purchased Services	13,000	3,500	*.5K Field Trips, 3K Subs
	Supplies & Materials	12,500	9,600	* 6K for Classroom Budgets, \$900 Instructional Software (IXL, Newsela), 2 Projectors \$700, \$1K Awards, 1K for Student Food
	Capital Expenditures	6,000	0	
	Total Regular Instruction	411,547	392,046	
State Special Education				
	Salaries	671,636	637,779	
	Benefits	201,491	192,277	
	Purchased Services	12,240	25,000	
	Transportation	75,000	38,109	
	Supplies & Materials	4,320	4,320	
	Total State Special Education	964,687	897,485	

Academic Arts High School

Academic Arts High School				
		Original	Revised	CLA Notes to Budget Changes from Board Approved Budget
		FY21	FY21	
Enrollment Assumptions				
	ADM	99	92	
	Pupil Units	118,80	110,40	
Federal Special Education				
	Salaries	0	0	
	Benefits	0	0	
	Purchased Services	15,000	15,545	
	Supplies & Materials	10,000	10,000	
	Capital Expenditures	0	0	
	Total Federal Special Education	25,000	25,545	
Title Programs				
	Salaries	11,699	12,800	
	Benefits	0	0	
	Purchased Services	15,179	11,873	
	Supplies & Materials	7,000	2,500	
	Total Title Programs	33,878	27,173	
Additional Federal Awards/Funding				
	CRF Funding	0	26,141	
	CARES Act	0	5,000	
	Total Title Programs	0	31,141	
Instructional & Pupil Support				
	Salaries	31,486	31,486	
	Benefits	9,446	9,446	
	Purchased Services (Transportation Included)	20,500	5,500	*5K Bus Tokens, \$500 for Nursing Services, 3K for Copier Lease, 2K PD
	Supplies & Materials	0	0	
	Total Instructional/Pupil Support Services	61,432	46,432	
Sites & Buildings				
	Salaries	0	0	
	Benefits	0	0	
	Purchased Services (Includes Utilities)	72,650	65,000	
	Facilities Lease	234,333	223,686	
	Supplies & Materials	1,000	0	
	Capital Expenditures	0	0	
	Other Fees (Insurance)	8,500	8,500	
	Total Sites & Buildings	316,482	297,186	
Fiscal & Other Fixed Costs				
	Purchased Services	0	0	
	Interfund Transfer	6,000	1,000	
	Total Fiscal & Other Fixed Costs	6,000	1,000	
TOTAL GENERAL FUND EXPENDITURES		\$2,021,201	\$1,905,344	
GENERAL FUND 01 - NET INCOME		\$18,847	\$6,801	

Academic Arts High School

	Original	Revised	CLA Notes to Budget Changes from Board Approved Budget
	FY21	FY21	
Enrollment Assumptions			
ADM	99	92	
Pupil Units	118,80	110,40	
Food Service Fund 02			
Revenues			
State Revenues	0	0	
Federal Revenues	0	0	
Sale of Lunches	0	0	
Transfer from General Fund	6,000	1,000	
TOTAL FOOD SERVICE REVENUES	\$6,000	\$1,000	
Expenditures			
Salaries	0	0	
Benefits	0	0	
Purchased Services	0	0	
Supplies & Materials	6,000	1,000	
Other	0	0	
TOTAL FOOD SERVICE EXPENDITURES	\$6,000	\$1,000	
FOOD SERVICE FUND 02 - NET INCOME	\$0	\$0	
TOTAL REVENUES - ALL FUNDS	\$2,046,048	\$1,913,145	
TOTAL EXPENDITURES - ALL FUNDS	\$2,027,201	\$1,906,344	
NET INCOME - ALL FUNDS	\$18,847	\$6,801	
Estimated Beginning Fund Balance 7/1	\$349,289	\$390,558	
ENDING FUND BALANCE - ALL FUNDS	\$368,136	\$397,358	
Fund Balance as a Percentage of Annual Expenditures	18.16%	20.84%	

AAHS Revised Budget Update as of 5/26/21

Enrollment:

- Enrollment was decreased from 99 to 92 based off current ADM.

Revenue:

- Local Revenue – stayed consistent with the previous budget.
- State Revenue - was updated based off the current enrollment.
- Federal Revenue – amounts were pulled from SERVS.
 - CRF & CARES Act funding were added to the budget.

Expenses:

- Admin & District Support Services
 - Salary & Benefits – amount was updated based off current salary schedule and estimated hours for the year.
 - Purchased Services – increased to \$87,500 due to current line total through March.
 - Supplies & Equipment – increased advertising line by \$300.
 - Capital Expenditures - \$2000 for staff computers was added to the CRF budget.
 - Other Fees – increased to \$17K due to current line total through March.
- Instructional
 - Salary & Benefits – amount was updated based off current salary schedule and estimated hours for the year.
 - Purchased Services – reduced to \$3500 due to line total through March
 - Supplies & Equipment – \$2000 of instructional software was added to the CRF budget.
 - Capital Expenditures – the \$6000 for Chromebooks was added to the CRF budget.
- Federal Title
 - Updated based off SERVS budget.
- State Special Education
 - Salary & Benefits – amount was updated based off current salary schedule and estimated hours for the year.
 - Purchased Services – increased to \$25K due to line total through March.
 - Supplies & Equipment – consistent with previous budget.
 - Transportation – total is based off the SPED transportation amount from FY20.
- Federal Special Education
 - Updated based off SERVS budgets
- Additional Federal Awards/Funding
 - CARES & CRF funding were added based off the budget in SERVS.
- Instructional/Pupil Support
 - Salaries & Benefits – amount was updated based off current salary schedule and estimated hours for the year.
 - Purchased Services – Subtracted \$15K for transportation due to virtual learning.

- Building & Operations
 - Purchased Services – amount was reduced \$7650 due to CAM true up.
 - Facilities Lease – updated based off current lease draft. New amount starts with April.
 - Supplies & Equipment – the total amount of \$1K was added to the CRF budget.
 - Other Fees – stayed consistent with previous budget.
- Food Service
 - Reduced to \$1,000 due to lack of activity compared to original budget

Net Income/Loss:

- Total revenues decreased by \$132,903 and total expenses decreased by \$120,857 which puts the budget at a profit of \$6,801.

Academic Arts High School

	Scenario # 1	Scenario #3	CLA Notes to Budget Changes from Board Approved Budget
	FY22	FY22	
<u>Enrollment Assumptions</u>			
ADM	94	98	
Pupil Units	112.80	117.60	
<hr style="border-top: 1px dashed black;"/>			
General Fund 01			
<u>Revenues</u>			
State Aids			
General Education Aid	827,604	862,080	
Charter School Lease Aid	148,219	154,526	
State Special Ed Aid	880,583	880,583	
State Sped Transportation	38,109	38,109	
Safe Schools Aid	3,385	3,385	
Endowment Revenue	4,351	4,536	
Other State Aids (Ft Maint.)	12,408	12,936	
Total State Revenues	1,914,659	1,956,155	
Federal Aids			
Title	27,070	27,070	
Federal Special Ed	25,000	25,000	
CRF Funding	0	0	
CARES Act	0	0	
Total Federal Revenues	52,070	52,070	
Local Revenues			
Student Activities	5,400	5,400	
Gifts & Bequests	1,000	1,000	
Miscellaneous	1,000	1,000	
Total Local Revenues	7,400	7,400	
<hr/>			
TOTAL GENERAL FUND REVENUES	\$1,974,129	\$2,015,625	

Academic Arts High School

	Scenario # 1	Scenario #3	CLA Notes to Budget Changes from Board Approved Budget
	FY22	FY22	
<u>Enrollment Assumptions</u>			
ADM	94	98	
Pupil Units	112.80	117.60	
<hr style="border-top: 1px dashed black;"/>			
<u>Expenditures</u>			
Administration & District Support			
Salaries	70,419	70,419	
Benefits	26,238	26,238	
Purchased Services	70,000	70,000	
Supplies & Materials	15,200	15,200	*6.7K for advertising, 5.5K for admin software, 3K for Admin Supplies/Food
Capital Expenditures	0	0	
Dues & Memberships	17,000	17,000	
Total Administration & District Support	198,857	198,857	
Regular Instruction			
Salaries	301,153	301,153	
Benefits	103,604	103,604	
Purchased Services	9,500	9,500	*1.5K Field Trips, 8K Subs
Supplies & Materials	10,000	10,000	* 6K for Classroom Budgets, \$1K Awards, 1K for Student Food, 2K Books
Capital Expenditures	0	0	
Total Regular Instruction	424,257	424,257	
State Special Education			
Salaries	695,230	695,230	
Benefits	229,426	229,426	
Purchased Services	30,000	30,000	
Transportation	38,109	38,109	
Supplies & Materials	2,500	2,500	
Total State Special Education	995,265	995,265	

Academic Arts High School

	Scenario # 1	Scenario #3	CLA Notes to Budget Changes from Board Approved Budget
	FY22	FY22	
<u>Enrollment Assumptions</u>			
ADM	94	98	
Pupil Units	112.80	117.60	
<hr style="border-top: 1px dashed black;"/>			
Federal Special Education			
Salaries	0	0	
Benefits	0	0	
Purchased Services	15,000	15,000	
Supplies & Materials	10,000	10,000	
Capital Expenditures	0	0	
Total Federal Special Education	25,000	25,000	
Title Programs			
Salaries	12,800	12,800	
Benefits	0	0	
Purchased Services	10,750	10,750	
Supplies & Materials	3,520	3,520	
Total Title Programs	27,070	27,070	
Additional Federal Awards/Funding			
CRF Funding	0	0	
CARES Act	0	0	
Total Title Programs	0	0	

Academic Arts High School

	Scenario # 1	Scenario #3	CLA Notes to Budget Changes from Board Approved Budget
	FY22	FY22	
<u>Enrollment Assumptions</u>			
ADM	94	98	
Pupil Units	112.80	117.60	
<hr style="border-top: 1px dashed black;"/>			
Instructional & Pupil Support			
Salaries	32,322	32,322	
Benefits	10,666	10,666	
Purchased Services (Transportation Included)	15,000	15,000	*\$10K Bus tokens, 3K for Copier Lease, 2K PD
Supplies & Materials	0	0	
Total Instructional/Pupil Support Services	57,989	57,989	
Sites & Buildings			
Salaries	0	0	
Benefits	0	0	
Purchased Services (Includes Utilities)	65,000	65,000	
Facilities Lease	204,216	204,216	
Supplies & Materials	1,000	1,000	
Capital Expenditures	0	0	
Other Fees (Insurance)	8,500	8,500	
Total Sites & Buildings	278,716	278,716	
Fiscal & Other Fixed Costs			
Purchased Services	0	0	
Interfund Transfer	6,000	6,000	
Total Fiscal & Other Fixed Costs	6,000	6,000	
TOTAL GENERAL FUND EXPENDITURES	\$2,013,153	\$2,013,153	
GENERAL FUND 01 - NET INCOME	(\$39,024)	\$2,472	

Academic Arts High School

	Scenario # 1	Scenario #3	CLA Notes to Budget Changes from Board Approved Budget
	FY22	FY22	
<u>Enrollment Assumptions</u>			
ADM	94	98	
Pupil Units	112.80	117.60	
<hr style="border-top: 1px dashed black;"/>			
Food Service Fund 02			
<u>Revenues</u>			
State Revenues	0	0	
Federal Revenues	0	0	
Sale of Lunches	0	0	
Transfer from General Fund	6,000	6,000	
TOTAL FOOD SERVICE REVENUES	\$6,000	\$6,000	
<u>Expenditures</u>			
Salaries	0	0	
Benefits	0	0	
Purchased Services	0	0	
Supplies & Materials	6,000	6,000	
Other	0	0	
TOTAL FOOD SERVICE EXPENDITURES	\$6,000	\$6,000	
FOOD SERVICE FUND 02 - NET INCOME	\$0	\$0	
TOTAL REVENUES - ALL FUNDS	\$1,980,129	\$2,021,625	
TOTAL EXPENDITURES - ALL FUNDS	\$2,019,153	\$2,019,153	
NET INCOME - ALL FUNDS	(\$39,024)	\$2,472	
Estimated Beginning Fund Balance 7/1	\$397,658	\$397,658	
ENDING FUND BALANCE - ALL FUNDS	\$358,634	\$400,130	
Fund Balance as a Percentage of Annual Expenditures	17.76%	19.82%	

June 2021 Updates to AAHS Contract with OW - NOTES

Measure 1.1

We plan to send the survey out more regularly than in just the spring in order to gather more data for internal use. Also, should we be consistent with SY vs FY? This seems to be only place were “SY” is used. Should it be “FY”? Please advise.

Measure 8.1

We have already given OW fall 2019 to fall 2020 NWEA data. Will/should this data still be included in the goal? Also, we can gather data for this through fall 2022 (Fall of FY23). Should we include this? Please advise.

Measure 8.2

We have data from Q1, Q2, and Q4 for FY21. Does OW think we need to replace this goal? Please advise.

Measure 9.1

Could we get a refresher on this goal and how the 4-7 grad rates work (or direct us to some resources)?

Measure 9.3

We’ve found that when checking in with students 6-12 months after graduation they have enrolled in a qualifying post secondary option (college, tech school, management training, etc.). Can we update this goal include these students (starting with an agreed up FY)?

Measure 9.5

ACT testing is the only viable testing option that we currently have for this measure. We will be continuing to conduct ACT testing as a data set for this measure (and accuplacer for students who take it for PSEO). Essentially, we will not be making sure (or paying for) students take accuplacer tests (it is no longer available as free service) who don’t need it directly for entrance into PSEO programs. Does OW see this as an issue? Please advise.

Measure 10.1

According to current verbiage, collection of this data ended after FY19. Is this correct or a typo?

Measure 10.2

This, more than any other measure, is the one that we know we will not meet. Though this measure is trending up (19% in FY19, 22.5% in FY20, and 29% as of May in FY21), we are nowhere close to even “approaches”. If any measure is given more weight in points we do not want it to be this one. A potential change could be to split these 6 points into grade levels. This is just a thought. Please advise.

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
1.1	Extended through FY22; was this survey administered in	Extension recognized. No issues.	Verify that school has no	Prior to June 2021 Board	Want to send out in fall (more than just spring) to flag students

	FY20?	Survey was conducted in FY20.	proposals for updating or changing this goal.	Meeting		FY vs SY?
			Verify that FY20 results are reflected in data requests to OW.	Spring FY22 Data Request		
1.2	Extended through FY23 (fall 22)	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting		

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due		TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
3.1	Extended through FY22; will not have FY23 data prior to the renewal evaluation	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting		
3.2	Extended through FY22; will not have FY23 data prior to the renewal evaluation Excluded FY20 Q3 & Q4 from data	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting		
			Send current probes to OW	Spring FY22 Data Request		

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
4.1	Extended through FY22; will not have FY23 data prior to the renewal evaluation	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting	
4.2	Extended through FY22; will not have FY23 data prior to the renewal evaluation Excluded FY20 Q3 & Q4 from data	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or changing this goal. Send current probes to OW	Prior to June 2021 Board Meeting Spring FY22 Data Request	How can we modify probes for SPED students?

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
5.1	Extended through FY22, excluding FY20 & FY21	Extension and exclusions recognized. Foresee no issues. School does have limited data for FY21 (fewer than 10 tests).	Provide FY21 data to OW Ask OW for explanation of how MCA index points work. What is a point? We need to understand how we can influence these goals... now it seems like out of	Spring FY22 Data Request	QUESTION: Difference between science and other two?

			our control.			
--	--	--	--------------	--	--	--

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
6.1	Extended through FY22, excluding FY20 & FY21	Extension and exclusions recognized. Foresee no issues. School does have limited data for FY21 (fewer than 10 tests).	Provide FY21 data to OW	Spring FY22 Data Request	

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
7.1	Extended through FY22, excluding FY20 & FY21	Extension and exclusions recognized. Foresee no issues. School does have limited data for FY21 (fewer than 10 tests).	Provide FY21 data to OW	Spring FY22 Data Request	
7.2	Extended through FY22; removed mid-year FY23 data – will not be available prior to the renewal evaluation	Extension and exclusions recognized. Foresee no issues. School has limited data	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting	

		for FY21 in general and specifically for quarters 3 and 4 when "The Nest" was being used.	Send current lab report rubric(s) to OW	Spring FY22 Data Request	
--	--	---	---	--------------------------	--

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
8.1	Extended through FY22	Extension recognized. Foresee no issues. May propose adding science NWEA data as school already gathers this data anyway.	Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting	<p>We have given OW data for FY20 for Fall - Fall. Do we want to have this included in the goal?</p> <p>Do we like NWEA? Is it working? Is there something better? - ANSWER: WE LOVE NWEA!</p> <p>Could/Should this go through fall of FY23? We could get data until then.</p>
8.2	Do we need a replacement goal for FY21? Need to specifically exclude Q3 / Q4 of FY20? Removed mid-year FY23 data	School has data for FY21 (excluding Q3). There certainly is less data for Q3 & Q4 in FY20 but still have data. May need further discussion on this goal. Exclusion recognized.	Check in with OW about this goal. Verify that school has no proposals for updating or changing this goal.	Prior to June 2021 Board Meeting	<p>We have data from Q1, Q2, and Q4 for FY21. Does OW think we need to replace this goal?</p> <p>How does Mastery Based Grading affect this?</p>
8.3	Extended through FY22; removed mid-year FY23 data – will not be available prior to the renewal evaluation	Extension recognized. Foresee no issues.	Verify that school has no proposals for updating or	Prior to June 2021 Board Meeting	No data for this one for FY21

			changing this goal.		
--	--	--	---------------------	--	--

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
9.1	Extended through FY22; will not have FY23 data prior to the renewal evaluation	Extension and exclusions recognized. Foresee no issues.	Verify that school has no proposals for updating or changing these goals	Prior to June 2021 Board Meeting	WONDER: What have our numbers been in the past. What about using 7-year grad rate? MDE uses 4 and 7 year rates for accountability. https://education.mn.gov/mde/dse/essa/imp/MDE073341 7 year used specifically for students w/ IEPs
9.2	Extended through FY22; will not have FY23 data prior to the renewal evaluation		ASK OW: What are our previous rates? How do we find them? Could we get a more detailed explanation of what this goal means?		
9.3	Extended through FY22; will not have FY23 data prior to the renewal evaluation		Placement testing is a big hassle....ACT is the main one we can do but can't guarantee all student will take.		PROPOSED CHANGE: Can we include students who get accepted after graduation?
9.4	Extended through FY22; will not have FY23 data prior to the renewal evaluation				How does Mastery Based Grading affect this?
9.5	Extended through FY22; will not have FY23 data prior to the				Don't have access to these scores unless student chooses to share, students cant take

	renewal evaluation				<p>until they are enrolled.</p> <p>Some schools are not requiring placement tests. We should be pushing this with students who may fear this step in application process.</p> <p>PROPOSED CHANGE/UPDATE: Maybe JUST ACT data for those who opt in?</p>
--	--------------------	--	--	--	--

Measure #	AUTHORIZER NOTES	AAHS Response	ACTION STEPS	Due	TPS 5/27/21 Data Meeting: Questions / Wonderings / Ideas
10.1	<p>Adjusted point values to align with years (i.e. 2 years, 2 points)</p> <p>This data is no longer reported by the state</p>	<p>Changes recognized. Seem reasonable. Could use more context.</p>	<p>Check in with OW about these changes so we have a clear understanding of changes on state level and how weighting has changed. We aren't collecting any additional data on this?</p>	<p>Prior to June 2021 Board Meeting</p>	<p>According to wording, we aren't collecting data on this anymore.... as of FY19.... is this a typo?</p>
10.2	<p>Extended through FY22</p> <p>Adjusted weighting</p>				<p>Can we break this down to grade level? And split points accordingly?</p> <p>We know that we won't achieve this goal. Can we adjust percentage?</p> <p>This is our worst goal and it has more points allocated to it.</p>

Indicator 1: Mission Related

6 Points

<i>School Goal: Over the period of the contract, students at Academic Arts High School (AAHS) will demonstrate understanding and commitment to the school's mission.</i>			
Performance Ratings	Measure 1.1 – 3 Points: From SY18-22, the aggregate percentage of students are able to identify at least one trusted adult school staff member and at least one positive friendship with a school peer through a self-report online survey administered each spring will be at least 80%.		Result:
Exceeds Target (x 1.5)	The aggregate percent is at least 90%.		
Meets Target (x1.0)	The aggregate percent is at least 80%.		
Approaches Target (x0.5)	The aggregate percent is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 1.2 – 3 Points: From fall 2018 to fall 2022, the aggregate percentage of continuing, non-graduating students who are enrolled in the spring, re-enroll in the subsequent academic year, and are enrolled on October 1 of that year will be at least 75%.		Result:
Exceeds Target (x 1.5)	The aggregate percent is at least 90%.		
Meets Target (x1.0)	The aggregate percent is at least 75%.		
Approaches Target (x0.5)	The aggregate percent is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		6	0
			% Earned
			0.0%

Indicator 2: English Language Learners

N/A Points

The school does not have a contractual goal in this indicator area as it does not serve a significant population of English Learners.

Indicator 3: Reading Growth

15 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate growth in reading as measured by nationally normed assessments and curriculum-based measures.</i>			
Performance Ratings	Measure 3.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Reading. (FY20 is excluded due to impacts from distance learning and Covid-19.)		Result:
Exceeds Target (x 1.5)	The school earns at least 80% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 3.2 [CCR] – 5 Points: From FY18 to FY22 (excluding Q3 and Q4 of FY20), the aggregate percentage of students who show growth in reading and language comprehension skills using quarterly reading probes (such as Easy CBM, Newsela – school to provide Osprey Wilds with samples) at appropriate reading levels will be at least 70.0%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 80.0%.		
Meets Target (x1.0)	The aggregate percentage is at least 70.0%.		

Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
<i>*See Implementation Guide for details on how NWEA growth index points are calculated.</i>		Points Possible	Points Earned	% Earned
		15	0	0.0%

Indicator 4: Math Growth

15 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate growth in math as measured by nationally normed assessments.</i>				
Performance Ratings	Measure 4.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Math. (FY20 is excluded due to impacts from distance learning and Covid-19.)			Result:
Exceeds Target (x 1.5)	The school earns at least 90% of possible growth index points.			
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.			
Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
Performance Ratings	Measure 4.2 [CCR] – 5 Points: From FY18 to FY22 (excluding Q3 and Q4 of FY20), the aggregate percentage of students who show growth in mathematics skills using quarterly school developed probes (school to provide Osprey Wilds with samples) will be at least 70.0%.			Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 90.0%.			
Meets Target (x1.0)	The aggregate percentage is at least 70.0%.			
Approaches Target (x0.5)	The aggregate percentage is at least 60.0%.			
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.			
<i>*See Implementation Guide for details on how NWEA growth index points are calculated.</i>		Points Possible	Points Earned	% Earned
		15	0	0.0%

Indicator 5: Reading Proficiency

5 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in reading as measured by state accountability tests.</i>				
Performance Ratings	Measure 5.1 [RG3] – 5 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 10) OR it will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 44.3– based on FY13-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)			Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 12.0 points above the baseline score.			
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 6.0 points above the baseline score.			

Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is greater than the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		5	0
			% Earned
			0.0%

Indicator 6: Math Proficiency

5 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in math as measured by state accountability tests.</i>			
Performance Ratings	Measure 6.1 [CCR] – 5 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (grade 11) OR it will increase by at least 15.0 points from the baseline proficiency index score (baseline score – 7.9 based on FY12-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 30.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 15.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least 7.5 points above the baseline score.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		5	0
			% Earned
			0.0%

Indicator 7: Science Proficiency

10 Points

<i>School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency in science as measured by state accountability tests.</i>			
Performance Ratings	Measure 7.1 [CCR] – 5 Points: From FY18, FY19, and FY22, the school's aggregate proficiency index score will be equal to or greater than that of the state for the same grades (High School) OR it will increase by at least 6.0 points from the baseline proficiency index score (baseline score – 44.0 – based on FY15-17 performance). (FY20 & 21 excluded due to impacts from distance learning and Covid-19.)		Result:
Exceeds Target (x 1.5)	The school's aggregate proficiency index score is at least 15.0 points above the state's score OR it is at least 12.0 points above the baseline score.		
Meets Target (x1.0)	The school's aggregate proficiency index score is equal to or greater than the state's score OR it is at least 6.0 points above the baseline score.		
Approaches Target (x0.5)	The school's aggregate proficiency index score is within 10.0 points of the state's score OR it is at least above the baseline score.		

Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 7.2 [CCR] – 5 Points: From FY19 to FY22, the aggregate percentage of lab reports produced by students taking science classes that earn a score of 80% or higher will be at least 70.0%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage of student produced reports that earn a score of 80% or better is 80%.		
Meets Target (x1.0)	The aggregate percentage of student produced reports that earn a score of 80% or better is 70%.		
Approaches Target (x0.5)	The aggregate percentage of student produced reports that earn a score of 80% or better is 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
		Points Possible	Points Earned
		10	0
			% Earned
			0.0%

Indicator 8: Proficiency or Growth in Other Curricular Areas

16 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate proficiency and growth in other curricular areas as measured by nationally normed assessments and school based measures.

Performance Ratings	Measure 8.1 [CCR] – 10 Points: From FY18 to FY19 and FY21 to FY22, the school will earn at least 70.0% of possible growth index points* on the NWEA MAP-Language Usage. (FY20 is excluded due to impacts from distance learning and Covid-19.)		Result:
Exceeds Target (x1.5)	The school earns at least 80% of possible growth index points.		
Meets Target (x1.0)	The school earns at least 70% of possible growth index points.		
Approaches Target (x0.5)	The school earns at least 60% of possible growth index points.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 8.2 [CCR] – 3 Points: From FY19 to FY22, the aggregate percentage of presentations produced by students enrolled in any class that earn a score of 80% or higher as measured by a presentation rubric (to be provided to Osprey Wilds) will be at least 70.0%. (Students are expected to give at least one presentation per quarter.)		Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 8.3 [CCR] – 3 Points: From FY19 to FY22, 70% of students attending overnight experiences will document learning and personal growth through pre-experience and post-experience journaling as measured by a school developed rubric.		Result:
Exceeds Target (x1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 70%.		
Approaches Target (x0.5)	The aggregate percentage is at least 60%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*See Implementation Guide for details on how NWEA growth index points are calculated.

Points Possible	Points Earned	% Earned
16	0	0.0%

Indicator 9: Post-Secondary Readiness

22 Points

School Goal: Over the period of the contract, students at AAHS will demonstrate readiness for post-secondary success.

Performance Ratings	Measure 9.1 [GRAD] – 8 Points: From FY18 to FY22, the aggregate 4-year, 5-year, 6-year or 7-year graduation rate will be at least 67%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 67%.		
Approaches Target (x0.5)	The aggregate percentage is at least 55%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.2 [CCR] – 3 Points: From FY18 to FY22, the aggregate percentage of students who pass their senior project and earn a “ready for workforce” designation on the work experience section of their senior project as per the workforce readiness rubric will be at least 80%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 80%.		
Approaches Target (x0.5)	The aggregate percentage is at least 70%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.3 [CCR] – 4 Points: From FY18 to FY22, the aggregate percentage of graduates that are accepted into at least one post-secondary option (college/university, military, apprenticeship, post-secondary training program) prior to graduation will be at least 65%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 80%.		
Meets Target (x1.0)	The aggregate percentage is at least 65%.		
Approaches Target (x0.5)	The aggregate percentage is at least 50%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.4 [CCR] – 3 Points: From FY18 to FY22, the aggregate percentage of students that complete their Life Plan project with a grade of C or better will be at least 75%.		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 90%.		
Meets Target (x1.0)	The aggregate percentage is at least 75%.		
Approaches Target (x0.5)	The aggregate percentage is at least 65%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Performance Ratings	Measure 9.5 [CCR] – 4 Points: From FY18 to FY22, the aggregate percentage of graduating students who earn a score of college or career ready or needing no more than one semester of remediation on one of three assessments (ACT, Accuplacer, and ASVAB) will be at least 50%.*		Result:
Exceeds Target (x 1.5)	The aggregate percentage is at least 65%.		
Meets Target (x1.0)	The aggregate percentage is at least 50%.		
Approaches Target (x0.5)	The aggregate percentage is at least 35%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

*Each subject of the Accuplacer – math and reading – will be measured separately and will count for one-half of a student’s attainment of this measure. Benchmark scores for this measure:
 Accuplacer: Reading minimum score of 56; Arithmetic minimum score of 80; Algebra minimum score of 52; College minimum score of 35.
 ACT: Composite Score of 18. ASVAB minimum score of 31.

Points Possible	Points Earned	% Earned
22	0	0.0%

Indicator 10: Attendance

8 Points

School Goal: Over the period of the contract, students at AAHS will attend the school at high rates.

Performance Ratings	Measure 10.1 – 2 Points: From FY18 to FY19, the average of the school’s annual attendance rates will be at least 85.0%.		Result:
Exceeds Target (x 1.5)	The average of the school’s annual attendance rates is at least 90.0%.		
Meets Target (x1.0)	The average of the school’s annual attendance rates is at least 85.0%.		
Approaches Target (x0.5)	The average of the school’s annual attendance rates is at least 75.0%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		
Performance Ratings	Measure 10.2 – 6 Points: From FY18 to FY22, on average, 75% of students enrolled will have an individual attendance rate of 90% or higher.		Result:
Exceeds Target (x 1.5)	On average, 85% of students have an attendance rate of at least 90%.		
Meets Target (x1.0)	On average, 75% of students have an attendance rate of at least 90%.		
Approaches Target (x0.5)	On average, 65% of students have an attendance rate of at least 90%.		
Does Not Meet Target (x0.0)	The school did not meet the criteria for any of the ratings above.		

Points Possible	Points Earned	% Earned
8	0	0.0%

Exhibit M: Charter School Closure Process and Plan

**Osprey Wilds Environmental Learning Center
Charter School Closure Process and Plan**

Name of School:

This document is to be completed by the Board of Directors of the School, in collaboration with the authorizer, as soon as is practical after the school board is aware of the pending closure of the School.

TASKS	Person Responsible	Date Completed and Comments
Establish <i>ad hoc</i> School Board Committee for wind-up / restructuring		
Designate School contact person(s) to send and receive communications from Osprey Wilds;		
Designate employees or School Board members who will handle various aspects of winding up of School operations;		
Provide contact information, and list of employees / School Board members and correspondent responsibilities to Osprey Wilds		
Identify and retain a licensed MN attorney to provide legal advice and ensure statutory requirements are met during the wind-up and dissolution process, per MN §317A.735 Subd. 1.		
Other:		
Contact MDE Charter Center Immediately		
Contact the MDE Charter Center immediately to facilitate the legal transfer of all property of the school that was purchased with Federal Charter School Program funds to other schools. Federal law and the assurances signed by the school requires special attention be given to this property. Contact the CSP Federal Grant personnel at MDE for guidelines and assistance. (<i>See Inventory and Liquidation of Assets below.</i>)		
Other:		
Reserve Funds		
Segregate by School Board resolution in a separate checking account \$45,000 in funds to be used for legal, accounting, and other expenses to execute this Closure Plan and to dissolve the School Corporation.		
Other:		
Notification of Parents / Guardians		
Within 10 business days after notice of final determination, notify parents / guardians and employees of school regarding the closure of the School, in accordance with MN §124E.10 Subd. 1(b)1, if such notification has not been made. Such notification shall include, but not be limited		

<p>to, the following:</p> <ul style="list-style-type: none"> * date of the last day of regular instruction; * cancellation of any planned summer school; * notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; * information and offer of assistance to enable the student to re-enroll in another school, per MN §124E.10 Subd. 1(b)2 * offer of copies of student records before the charter revocation (June 30). <p>Provide Osprey Wilds with a copy of the notice when it is sent to families.</p>		
<p>Other:</p>		
Final Report Cards and Student Records Notice		
<p>Within 7 business days after charter revocation (June 30), provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student's district of residence) and specific contact information.</p> <ul style="list-style-type: none"> * The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the student's district of residence to have the student's educational records transferred to the new school. <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
Transfer of Student Records and Testing Material		
<p>No later than 10 business days after charter revocation (June 30) send student records to the student's district of residence in accordance with MN §124E.10 Subd. 6(b), including:</p> <ul style="list-style-type: none"> * Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; * Student health / immunization records; * Attendance records; and * Disciplinary records, in accordance with MN §120A.22, Subd. 7(c). If transfer records include information about disciplinary actions, the school will provide notice to the student's parent or guardian that formal disciplinary records will be transferred as a part of the student's educational record, in accordance with data practices under chapter 13 of the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232(g). * All other student records. <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports. As noted above, parents / guardians should be offered copies of</p>		

<p>students' records prior to June 30. Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to each student's district of residence. To the extent that scores, etc. will come into existence after charter revocation, arrangements should be made with the testing agent to forward such material to each student's district of residence. The school should also send a set of Individual Student Reports to each student's district of residence and parents.</p>		
<p>No later than 15 business days after charter revocation (June 30), the school must provide Osprey Wilds a spreadsheet recording the name of each student and to which school that student's records were sent. If a student's records were sent to the district office, the spreadsheet should document that and include the name and title of the district employee who took possession of those records.</p>		
<p>Other:</p>		
<p>Notification of School Districts</p>		
<p>Within 7 business days after charter revocation (June 30), the School must notify the school district in which the School is located regarding the termination of the education program and lack of future enrollment in accordance with MN §124E.10 Subd. 1(b)1.</p> <ul style="list-style-type: none"> * If applicable, notification regarding cessation of food and transportation services should be provided. * Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. <p>Provide Osprey Wilds with a copy of the notice.</p>		
<p>Other:</p>		
<p>Notification of Funding Sources /Charitable Partners</p>		
<p>Within 7 business days after charter revocation (June 30), all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> * The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. * Charities with property on the premises of the School should be notified to remove same as soon as possible or after charter revocation, whichever is appropriate. 		
<p>Other:</p>		
<p>Notification of Contractors and Termination of Contracts</p>		
<p>Within 20 business days after charter revocation (June 30), formulate a list of all contractors with contracts in effect, and notify</p>		

<p>them regarding cessation of current school operations at charter revocation.</p> <ul style="list-style-type: none"> * If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. * Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims. <p>Provide Osprey Wilds with a copy of such notice.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or closure of the School.</p> <ul style="list-style-type: none"> * Telephone, gas, electric, water, insurance (premises and E&O insurance, see below) should remain operative through the charter revocation and to the extent necessary. 		
---	--	--

Other:		
--------	--	--

Notification of Employees and Benefit Providers		
--	--	--

<p>After an employee termination date is established, but in no event later than June 1, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> * health care / health insurance; * life insurance; * dental plans; * eyeglass plans; * cafeteria plans; * 401(k), retirement plans; * pension plans; * TRA; and * PERA <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted. Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after charter revocation (June 30), and reserve funds should be set aside for this purpose.) See School Wind-Up Plan and Action regarding payment of taxes, below.</p>		
---	--	--

Other:		
--------	--	--

Notification of Food and Transportation Services and Cancellation of Contracts		
---	--	--

<p>Within 20 business days after charter revocation (June 30), or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.</p>		
<p>Other:</p>		
Notification of Osprey Wilds Regarding Lawsuits		
<p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Osprey Wilds and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Osprey Wilds informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>		
<p>Other:</p>		
List of Creditors and Debtors; UCC Search		
<p>Within 20 business days after charter revocation (June 30), formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> * This list is not the same as the contractor list, above, but may include contractors, which should be listed. * Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. * The UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. * Debtors include persons who owe the school fees or credits, lessees or sub lessees of the School, and any person holding property of the School. <p>Provide a copy of the list of creditors to Osprey Wilds with the amount owed to each creditor thereon and the amount owed by each debtor.</p>		
<p>Other:</p>		
Notification to Creditors		
<p>Within 30 business days after charter revocation (June 30), the School must notify all creditors of its closure. The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties. To the extent possible, the School should also begin to negotiate a settlement of debts, which is</p>		

ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.		
--	--	--

Other:		
--------	--	--

Notification to Debtors		
--------------------------------	--	--

Within 30 business days after charter revocation (June 30), the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.		
--	--	--

Other:		
--------	--	--

School Wind-Up Plan and Action		
---------------------------------------	--	--

<p>The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process.</p> <p>The initial plan should be adopted within 20 business days of notice of final determination, and be updated at least bi-weekly with copies to Osprey Wilds. The plan should include, but not be limited to, the following.</p> <ul style="list-style-type: none">* Termination of non-essential personnel and cancellation of non-essential services prior to charter revocation (June 30).* Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments).* Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors in accordance with MN §15.054. (See Liquidation of Assets, below.)* Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution.* Cancellation of corporate credit cards and lines of credit.* Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the wind-up operations of the School Corporation, and		
--	--	--

<p>employment, contract and School Board status of those authorized to sign for the School.</p> <p>Status reports on the implementation of the School Wind-Up Plan to be submitted to Osprey Wilds through Interim Statements and a Final Statement (below).</p>		
<p>Other:</p>		
<p>Protection of Assets; Insurance</p>		
<p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <ul style="list-style-type: none"> * Existing insurance coverage should be maintained on the assets until the disposal of such assets in accordance with the Wind-Up Plan. * Continue existing insurance for School Facility, vehicles and other assets until <ul style="list-style-type: none"> 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. * Negotiate School Facility insurance with entities that may take possession of School Facility – leaseholder, lenders, mortgagors, bond holders, etc., if possible. * Appropriate security services should be obtained or maintained. * Action may include moving assets to secure storage after closure or loss of the School Facility. 		
<p>Other:</p>		
<p>Inventory</p>		
<p>No later than 30 business days prior to charter revocation (June 30), all of the School's assets must be inventoried with item numbers and quantities and/or its inventory updated.</p> <ul style="list-style-type: none"> * All assets of the School, not just ones over a certain dollar value, must be inventoried. * Identify assets purchased with Federal CSP Grant funds. * Identify assets belonging to other entities (school district, county, municipality, teachers, health department, foundations, vendors, PTA, etc.), including those borrowed or loaned. * Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. * Return assets not belonging to School and document same. <p>Provide Osprey Wilds with a copy of the inventory.</p>		
<p>Other:</p>		
<p>Liquidation of Assets</p>		
<p>Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed</p>		

<p>bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <i>(See Federal CSP Grant information above.)</i></p> <p>Pursuant to MN §317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p>		
Other:		
E&O Insurance		
<p>Maintain existing directors and officers' liability (E&O) insurance, if any, until final dissolution of the School Corporation. If no such E&O insurance exists, disclose this fact to the board of directors.</p>		
Other:		
Interim Statements		
<p>No later than 10 business days after charter revocation (June 30), prepare, and submit to Osprey Wilds, an interim statement in a form satisfactory to Osprey Wilds, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and * all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and * all income generated through sale or auction of assets and any other change in status of assets. <p>The School will prepare and submit such statements to Osprey Wilds at 30 day intervals until the final statement (below) is prepared and submitted.</p>		
Other:		
Final Statement		

<p>At a date to be determined by Osprey Wilds, anticipated to be no later than 90 business days after charter revocation (June 30), no later than 10 business days prior to the filing of a dissolution proceeding the School shall prepare to the full satisfaction of Osprey Wilds a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <ul style="list-style-type: none"> * all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and * each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and * statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and * each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest. <p>* This statement is submitted to Osprey Wilds in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding.</p> <p>* This statement is in addition to the final Financial Statement Audit.</p>		
Other:		
Final Financial Statement Audit		
The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 of the calendar year in which the School ceases instruction.		
Other:		
Closeout of State and Federal Grants		
<p>State, federal and other grants must be closed out, (<i>See Contact MDE section above</i>) including:</p> <ul style="list-style-type: none"> * notification to the grant entity of the School closure; and * filing of any required expenditure reports or receipts and any required program reports. <p>The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.</p>		
Other:		
IRS Status; Reports		

<p>The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following:</p> <ul style="list-style-type: none"> * notification to IRS regarding any address change of the School Corporation; * filing of required tax returns or reports (e.g., IRS form 990 and Schedule A); and * notification to the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Osprey Wilds. 		
<p>Other:</p>		
Corporate Records		
<p>In all cases, the School Board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> * Loans, bonds, mortgages and other financing; * Contracts; * Leases; * Assets and asset sales; * Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042. * Governance (Minutes, by-laws, policies); * Employees (background checks, personnel files); * Accounting/audit, taxes and tax status, etc.; * Personnel, * Employee benefit programs and benefits; and * Student summary test data files * Any items listed in this Closure Plan. <p>When the School Corporation is dissolved, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p>		
<p>Other:</p>		
Resolution of Dissolution		
<p>The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>		
<p>Other:</p>		
Dissolution		
<p>The Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> * a complete statement of all assets, their location and an estimate of their value; and * a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of</p>		

<p>the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container. The Board must provide the name and contact information of the person who will maintain the permanent records of the school.</p> <p>Copies of all papers related to dissolution should be sent to Osprey Wilds.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>		
<p>Other:</p>		
Final Distribution of Assets		
<p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools or to the school district in which the School is located.</p> <p style="padding-left: 40px;">* An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.)</p> <p style="padding-left: 40px;">* In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.</p>		
<p>Other:</p>		

Exhibit P: Ongoing Evaluation Criteria, Processes, and Procedures

The Osprey Wilds Charter School Division (CSD) is comprised of professionals with charter school authorizing and evaluation expertise. This includes both employees of Osprey Wilds Environmental Learning Center and contracted service providers. The CSD is overseen and monitored by the Charter School Committee and the Osprey Wilds Board of Directors. Ultimately, the Osprey Wilds Board makes decisions regarding the ongoing authorization of any particular school.

Ongoing Evaluation Criteria

Osprey Wilds evaluates schools in four primary areas:

1. Academic Performance
2. Environmental Education Performance
3. Financial Performance
4. Operations Performance

Academic Performance

Osprey Wilds evaluates its authorized schools' academic performance on 11 primary indicators.

Following are the key questions each indicator addresses:

Indicator 1: Mission Related Outcomes	Are all students achieving significant academic and/or personal growth, knowledge and skill development, and accomplishments related to the school's mission?
Indicator 2: English Language Learners	Are EL students at the school achieving adequate progress towards English Language Proficiency?
Indicator 3: Reading Growth	Are all and subgroups of students meeting expected growth targets in reading?
Indicator 4: Math Growth	Are all and subgroups of students meeting expected growth targets in math?
Indicator 5: Reading Proficiency	Are all and subgroups of students achieving proficiency in reading?
Indicator 6: Math Proficiency	Are all and subgroups of students achieving proficiency in math?
Indicator 7: Science Proficiency (and Growth)	Are all and subgroups of students achieving proficiency in science? And, if applicable, are all and subgroups of students meeting expected growth targets in science?

Indicator 8: Proficiency or Growth in Other Curricular Areas or Educational Programs	Are all and subgroups of students achieving proficiency or meeting expected growth targets in other curricular areas or educational programs?
Indicator 9: Post Secondary Readiness	Are all and subgroups of high school students prepared for post secondary success?
Indicator 10: Attendance	Are students attending the school at high rates?
Indicator A: Federal and State Accountability	How is the school performing according to federal and state accountability measures?

Not all performance indicators are applicable to each school; for example, one indicator is only for high schools. A school will have a contractual goal in each applicable indicator area, and the school's performance on attaining these goals will be evaluated according to the measures defined in Exhibit G: Academic and Academic-Related Goals. Each measure is weighted to indicate its overall significance in fulfilling the primary purpose of charter schools as outlined in statute which is to improve all pupil learning and all student achievement. These weights are agreed upon by Osprey Wilds and the school and are included in Exhibit G. The school earns a rating on each measure based on the school's performance over the term of the contract. Each performance rating is assigned a point value according to the weight of the measure:

- Exceeds Target: ×1.5 points
- Meets Target: ×1.0 points
- Approaches Target: ×0.5 points
- Does Not Meet Target: ×0.0 points

Indicator areas are then assigned a rating based on the percentage of points earned:

- Exceeds Standard = 100.1-150.0% of points earned
- Meets Standard = 75.0-100.0% of points earned
- Approaches Standard = 50.0-74.9% of points earned
- Does Not Meet Standard = 0.0-49.9% of points earned

Improving all pupil learning and all student achievement is the most important factor Osprey Wilds will consider in determining contract renewal, which determination shall be based substantially on the school's attainment of its academic and academic-related goals identified in Exhibit G. See "Guidelines for Renewal Determination" below for more information.

Academic Performance Evaluations are completed annually and as often as deemed appropriate by Osprey Wilds.

Environmental Education Performance

Osprey Wilds evaluates its authorized schools' Environmental Education (EE) performance on eight primary indicators.

OUTCOMES	Indicator 1: Awareness	Students demonstrate an awareness of the relationship between the environment and human life and the diversity of life that shares the earth with humans.
	Indicator 2: Knowledge	Students have knowledge of how natural systems function and how human systems interact with and depend on them.
	Indicator 3: Attitudes	Students demonstrate respect and concern for the earth's health and the motivation to participate in environmental stewardship.
	Indicator 4: Skills	Students possess the skills needed to identify and critically analyze environmental issues, and to contribute to resolving the root of environmental challenges.
	Indicator 5: Action	Students have the capacity, or are increasing their capacity, to perceive and interpret the health of environmental and social systems and take appropriate action to maintain, restore, or improve the health of those systems.
INPUTS	Indicator 6: Environmental Education Program	The school implements values and strategies that foster learning and create environmentally literate citizens who engage in creating healthy outcomes for individuals, communities, and the Earth.
	Indicator 7: Governance	The board of directors allocates the appropriate financial, human, and organizational resources to carry out environmental education and monitors the school's progress toward its goals.
	Indicator 8: Operations	Operational decision-making by school leadership, staff, and faculty reflects a commitment to environmental sustainability. The school has a waste reduction and recycling program in place.

EE Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

Financial Performance

Osprey Wilds evaluates its authorized schools' financial performance on three primary indicators.

1. Financial Management

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

2. Near-Term Financial Health

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by Osprey Wilds. This indicator includes the following measures: **Current Ratio, Days Cash on Hand, and Enrollment Variance.**

3. Financial Sustainability

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Near-Term and Sustainability indicators are evaluated by Osprey Wilds annually. The Management indicator may be evaluated annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

Operations Performance

Osprey Wilds evaluates its authorized schools' operations performance on six primary indicators, or general categories.

1. Educational Program

This portion of the evaluation focuses on how the school has implemented key components of the educational program. This indicator includes the following measures: **Mission & Vision, Instruction & Assessment, Educational Requirements, Special Education, English Learners, and Parent & Student Satisfaction.**

2. Governance

This portion of the evaluation focuses on the board's governance, oversight, and evaluation. This indicator includes the following measures: **Board Composition & Capacity, Board Decision-Making & Oversight, and Management Accountability.**

3. School Environment

This portion of the evaluation focuses on the environment that the school has created for students. This indicator includes the following measures: **Facilities & Transportation and Health & Safety.**

4. Student Rights

This portion of the evaluation focuses on the practices and procedures of the school related to student enrollment and privacy rights. This indicator includes the following measures: **Admissions & Enrollment and Due Process & Privacy.**

5. Personnel Practices

This portion of the evaluation focuses on the school's practices and successes related to staffing. This indicator includes the following measures: **Licensure, Staff Retention and Employment Practices.**

6. Compliance & Reporting

This portion of the evaluation focuses on the school's ability to meet various authorizer and state compliance and reporting deadlines and activities. This indicator includes the following measures: **Charter School Annual Reports, Insurance and Authorizer & State Compliance.**

Operations Performance Evaluations may be completed annually or as often as deemed appropriate by Osprey Wilds, but at least in the school's renewal year.

Process and Procedures for Ongoing Evaluation

The Osprey Wilds CSD uses the following process and procedures to conduct ongoing evaluation of its authorized schools:

Data Review and Analysis – Osprey Wilds regularly reviews data that is publicly available, supplied by the school, or provided by MDE. This includes a review of state academic data, annual reports, budgets, financial audits, other compliance documents, and any other relevant data available to Osprey Wilds. This also includes a periodic review of financial reports and board meeting materials and minutes. Osprey Wilds reserves the right to request data from the school consistent with data privacy practices.

Site Visits and Board Observations – Osprey Wilds regularly visits authorized schools to verify performance and compliance. Osprey Wilds, at its sole discretion, determines the frequency and scope of site visits. During site visits, Osprey Wilds staff or contracted evaluators observe classrooms, tour the facilities and interview key school stakeholders including board members, school leadership, teachers, staff, parents, and students. In a school's renewal year, Osprey Wilds will send a team of evaluators to conduct a renewal site visit in preparation for determining a renewal recommendation to the Charter School Committee and Board of Directors.

Osprey Wilds attends at least one board meeting per year for each of its authorized schools in order to observe the school's governance. Osprey Wilds, at its sole discretion, determines the frequency of attendance at board meetings. Osprey Wilds may also request time on a meeting agenda to present information to the school's board.

Feedback and Strategic Intervention – Osprey Wilds provides feedback to schools in its portfolio through performance evaluations, presentations at school board meetings, formal written communication to the school leadership and board, and informal verbal communication. Osprey Wilds also gives schools the opportunity to provide additional information on any relevant issues that warrant explanation or clarification.

Osprey Wilds may, at its discretion, implement a formal intervention or provide strategic support to schools that are not in compliance with or are not on track to meet statutory or contractual expectations.

Renewal Recommendations – During the final year of an authorized school's active contract, the school is required to submit an application for renewal that summarizes how it fulfilled the terms of its active contract, the strategic direction it plans for the years of a subsequent contract, and potential performance goals for a subsequent contract. Osprey Wilds CSD reviews that application, conducts a renewal site visit, completes a renewal evaluation report, and compiles a recommendation to the Osprey Wilds Board. Those recommendations are reviewed and accepted or amended by the Charter School Committee (CSC). The CSC's recommendations are then presented to the Osprey Wilds Board for adoption or amendment.

Guidelines for Renewal Determination*

Charter renewal will be based primarily on a school's attainment of its academic and academic-related goals identified in Exhibit G, which is evaluated according to Osprey Wilds' Academic Performance Framework, and secondarily on other factors, including but not limited to Environmental Educational, Financial, and Operations performance, intervention status of the school, and designations assigned to the school by the Minnesota Department of Education.

Renewal Tracks

In the final year of an authorized school's active contract, Osprey Wilds will determine the school's renewal track as outlined below:

1. Eligible for Fast Track Renewal

- Condensed renewal application and site visit, including collection of school's best practices for future dissemination by Osprey Wilds.
- Earlier board resolution by the Osprey Wilds Board of Directors.
- Five-year renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

2. Eligible for Renewal

- Standard renewal application and site visit.
- Five-year renewal or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

3. Candidate for Nonrenewal

- Standard renewal application and site visit.
- Nonrenewal, one-year conditional renewal, or three-year probationary renewal recommendation by the CSD to the CSC as merited by school's performance over the contract term.

Primary Factor

Notwithstanding secondary factors, renewal tracks will be determined by Osprey Wilds based upon the school's fulfillment of the primary factor, which is the attainment of its academic and academic-related goals identified in Exhibit G:

- If a school attains all of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 100% or more of possible points), the school will be considered eligible for fast track renewal.
- If a school attains at least half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., 50% or more of possible points), the school will be considered eligible for renewal.
- If a school attains less than half of its contractual outcomes in Exhibit G as determined by Osprey Wilds' Academic Performance Evaluation (i.e., less than 50% of possible points), the school will be considered a candidate for nonrenewal.

Secondary Factors

The following secondary factors, either alone or in combination with one or more factors, may alter a school's renewal track. Osprey Wilds will provide clear analysis of each secondary factor and the rationale for its impact on the school's renewal track determination in the renewal evaluation report.

Secondary factors that may decrease a renewal track (e.g., from "eligible for renewal" to "candidate for nonrenewal"):

- The school receives a rating of Does Not Meet Standard in any indicator area on the most recent Academic Performance Evaluation.
- The school receives a rating of Does Not Meet Standard, Minimally Developed, or Undeveloped in any indicator area or measure on the most recent Environmental Education Evaluation.
- The school receives a rating of Does Not Meet or Falls Far Below Standard in any measure on the most recent Financial Performance Evaluation.
- The school receives a rating of Does Not Meet Standard in any measure on the most recent Operations Performance Evaluation.
- The school (or a site at the school) is currently identified for targeted or comprehensive support under the North Star system for school and district accountability by the Minnesota Department of Education.
- The school was placed on intervention by Osprey Wilds at any time during the current contract term.
- The school's current contract is a probationary contract.

Secondary factors that may increase a renewal track (e.g., from "candidate for nonrenewal" to "eligible for renewal" or "eligible for renewal" to "eligible for fast track renewal"):

- The school (or a site at the school) was recognized for success by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a High-Quality Charter School (HQCS) by the Minnesota Department of Education at any time during the current contract term.
- The school was identified as a HQCS due to its academic performance by the Minnesota Department of Education at any time during the current contract term, but was ineligible to receive the designation due to financial and/or compliance check(s) in at least two years of the current contract term.
- Other external recognition from a reputable organization that demonstrates the school is successfully fulfilling the primary or additional purposes of Minnesota Statutes 124E.01.

**These guidelines do not obligate the Osprey Wilds Charter School Division, Charter School Committee, or Board of Directors to a particular renewal decision or length of contract and should not be construed as requirements or guarantees.*



District 4119
60 W Marie Ave Suite 220
West Saint Paul, MN 55118

www.academicarts.org
PH: 651.457.7427
FX: 651.554.7611

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

September

7 First Day of school
20-22 NWEA testing

October

14 Parent Teacher Conferences
21 - 22 MEA/No School

November

4 Last Day of Qtr 1 Classes
5 End of Quarter 1
Exhibition Day
8 - Virtual Learning Day
No students in the building
25 - 26 No School (Holiday)

December

23 - 31 No School (Winter Break)

January

3 School Resumes
17 No School (MLK)
20 Last day of Qtr 2 Classes
21 End of Quarter 2
24 Virtual Learning Day
No students in the building

COLOR KEY:

NO SCHOOL
TESTING
CONFERENCES
END OF QUARTER
Virtual Learning Day

Qtr 1 Sept 7-Nov 5
Qtr 2 Nov 8- Jan 21
Qtr 3 Jan 21- Mar 25
Qtr 4 Mar 25-Jun 3

February

3-4 Virtual Learning Day
No students in the building
21 - No School (Holiday)

March

8 ACT Testing
Virtual Learning Day
9-11 NWEA testing
17 Conferences
24 Last Day of Qtr 3 Classes
25 End of Quarter 3
28 - April 1 No School (Spring Break)

April

1 No School (Spring Break)

May

3-5 MCA Testing
6 Virtual Learning Day
No students in the building
30 No School (Holiday)

June

2 Last Day of Qtr 4 Classes
3 End of Quarter 4
Graduation Night
Last Day of School
Half Day

NOTES:

Board Approved:

LEASE AGREEMENT

by and between

**Southview Office Center, LLC
as Landlord**

and

Academic Arts High School as Tenant

TABLE OF CONTENTS

1.	LEASE DATA SUMMARY PAGE.	1
2.	PREMISES.	2
3.	TERM	2
4.	RENT	2
5.	USE	3
6.	COMMON AREAS.	3
7.	PROPERTY TAXES AND OPERATING EXPENSES.	4
8.	MAINTENANCE.	4
9.	ASSIGNMENT	5
10.	ALTERATIONS AND IMPROVEMENTS.	6
11.	HAZARDOUS SUBSTANCES	6
12.	CASUALTY LOSS	7
13.	EMINENT DOMAIN	7
14.	INSURANCE.	7
15.	INDEMNIFICATION	9
16.	DEFAULT	9
17.	LATE FEE	10
18.	TERMINATION	10
19.	HOLDING OVER	10
20.	NOTICES	11
21.	SUBORDINATION	11
22.	TENANT EQUIPMENT TAXES	12
23.	GENERAL	12
24.	RECIPROCAL COVENANT ON ADA	12
25.	RECORDATION	12
26.	FORCE MAJEURE	12
27.	BROKERS	13
28.	CONFIDENTIALITY	13
29.	QUIET ENJOYMENT	13
30.	ASSIGNMENT BY LANDLORD	13
31.	SUBSTITUTE PREMISES	13
32.	MISCELLANEOUS.	13

LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____, 20__, between Southview Office Center LLC, a Minnesota corporation (“*Landlord*”), and “*Tenant*,” defined below.

1. LEASE DATA SUMMARY PAGE.

OFFICE BUILDING:	Southview Office Center, LLC located at 60 East Marie Avenue, West St. Paul, MN		
TENANT:	Academic Arts High School, a Minnesota non-profit corporation		
TENANT NOTICE ADDRESS:	Southview Office Center 60 Marie Avenue, Suite 202 West St Paul MN 55118		
PERMITTED USE:	Solely for the operation of a public charter school within grades 6-12.		
LEASED PREMISES:	Approximately 15,390 square feet located at 60 E Marie Ave, West Saint Paul, MN, commonly known as Suite 220		
LEASE TERM:	Seven (7) years, commencing on July 1 st , 2021		
RENEWAL NOTICE PERIOD:	180 days prior to the expiration of the then-current Lease Term		
RENT COMMENCEMENT DATE:	Earlier of (i) sixty days following Landlord's delivery of the premises to Tenant, or (ii) the day that Tenant opens for business within the Premises		
BASE RENT:	PERIOD	RATE	MONTHLY
	7/1/2021 – 6/30/2022	\$10.25 PSF	\$13,145.63/MONTH
	7/1/2022 – 6/30/2023	\$10.50 PSF	\$13,466.25/MONTH
	7/1/2023 – 6/30/2024	\$10.75 PSF	\$13,786.88/MONTH
	7/1/2024 – 6/30/2025	\$11.00 PSF	\$14,107.50/MONTH
	7/1/2025 – 6/30/2026	\$11.25 PSF	\$14,428.13/MONTH
	7/1/2026 – 6/30/2027	\$11.50 PSF	\$14,748.75/MONTH
	7/1/2027 – 6/30/2028	\$11.75 PSF	\$15,069.38/MONTH
SECURITY DEPOSIT:	N/A		
RETROACTIVE RENT:	From the date that this agreement is signed, Landlord will retroactively discount rent to \$10.00 psf for 60 days (2 months) prior to that execution date, until the commencement date.		

THE SUBMISSION OF THIS LEASE FOR EXAMINATION BY TENANT AND/OR EXECUTION THEREOF BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE LEASED PREMISES AND THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART HEREOF BY LANDLORD TO TENANT.

2. PREMISES.

A. Premises. Subject to the terms and conditions hereof, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

B. Acceptance of Premises. Upon taking possession of the Premises, Tenant is accepting the Premises in its condition “as-is”, except as otherwise provided in this Lease. Unless expressly set forth herein, Landlord has made and makes no representation or warranty of any kind about the condition of the Premises or its fitness for any use and that Landlord has no obligation hereunder to make repairs or replacements of the Premises or any part thereof.

C. Improvements. Tenant is taking the premise in as-is condition. Landlord agrees to a single-coat repainting of the Premises after month thirty-six (36) of the lease term.

3. TERM

. The Lease Term shall be as set forth in the Lease Data Summary Sheet as agreed upon between Landlord and Tenant.

Rent Commencement Date. Upon determination of the Rent Commencement Date, Landlord and Tenant shall execute a Commencement Date Agreement. If the Rent Commencement Date falls on a day other than the first day of a month, for purposes of calculating the Lease Term, the first month of the Lease Term shall be deemed to be the first full month immediately following the Rent Commencement Date.

4. RENT

. All payments due to Landlord under this Lease other than Base Rent shall be payable as “Additional Rent.” Base Rent and all Additional Rent due hereunder are referred to collectively as “Rent.” Tenant’s obligations to pay Rent are covenants independent of the Landlord’s obligations under this Lease. Throughout the Lease Term, Tenant shall pay to Landlord, without offset, Base Rent as set forth in the Lease Data Summary Sheet. At any time prior to or during the Lease Term, at Landlord’s option, Landlord may have the Premises re-measured, and from the date of re-measurement, all Rent shall be determined based upon such re-measurement.

Base Rent is payable without notice on or before the first day of each month in advance at the office of Landlord at 1549 Livingston Avenue, Suite 105, West St. Paul, MN 55118, or at such other place as may from time to time be designated in writing by Landlord. Should the Rent Commencement Date occur on a day other than the first day of the month, the first monthly installment of Base Rent, shall be prorated. Upon execution of this Lease, and as a condition precedent to Landlord’s obligations under this Lease, Tenant shall pay to Landlord the amount set forth in the Lease Data Summary Sheet, which consists of one full month Base Rent (which shall be applied to the first monthly Rent installment following the Rent Commencement Date), plus the Security Deposit.

5. USE

. Tenant shall use the Premises only for the use as set forth in the Lease Data Summary Sheet, including the academic, school, and related purposes in connection with the operation of a public charter school. Tenant acknowledges that it does not have the exclusive right to operate a school in the building (i.e. Landlord has the right to permit other schools to operate in the same building). Tenant shall not use the Premises in any way inconsistent with the maintenance of the Office Building, and the quality of

its upkeep, use, and occupancy, or liable to render necessary alteration or addition to the Office Building. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation.

At Tenant's sole expense, Tenant shall comply with all laws, rules, regulations, requirements, and ordinances existing or hereafter enacted or imposed by any governmental authority having jurisdiction over the Premises, Office Building, or otherwise applicable to Tenant and Tenant's use of the Premises. Tenant shall obtain and maintain all permits, licenses, and registrations required from all applicable governmental agencies and/or authorities to open and operate its business within the Premises.

6. COMMON AREAS.

A. Definition. "Common Areas" means at any time and from time to time those portions of the Office Building not leased or designated for lease to tenants that are provided for use in common by Tenant and any other tenants of the Office Building (and by their respective agents, employees, customers or invitees), whether or not those areas are open to the general public, including access drives, parking areas, hallways, entryways, and equipment or mechanical rooms and includes any fixtures, chattels, systems, décor, signs, facilities, or landscaping contained, maintained or used in connection with those areas, and any city sidewalks, trails, paths, or alleys adjacent to the Office Building, and any parking or other facility open to the general public for which Landlord is subject to obligations.

B. Use of Common Areas. Tenant and its agents, customers and invitees may use the Common Areas non-exclusively and in accordance with Landlord's rules and regulations, as established from time to time. Customers and invitees, including students, their families and other visitors to the school operated by Tenant shall not use the common area restrooms. Tenant may not use the Common Areas for displays, advertising, or sale of merchandise of any kind, and shall not place any objects in the Common Areas without the consent of the Landlord. Tenant shall have one parking spot designated for a staff vehicle. In no event shall Tenant use or allow its employees to use the front row of parking immediately adjacent to the sidewalks in front of the Premises without the consent of the Landlord.

C. Landlord's Rights as to Common Areas. The Common Areas shall always be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas, and may, at Landlord's sole and absolute discretion, increase, reduce, improve, or otherwise alter the Common Areas and Office Building, including but not be limited to temporarily closure of Common Areas to make repairs or improvements, changes to address casualty, governmental requirements, the threat of an emergency, to address pest extermination, or if Landlord otherwise reasonably deems it appropriate. If Landlord redevelops or remodels the Center, Landlord may require Tenant to install new signs in conformity with signage standards established by Landlord. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for entertainment, rides, outdoor shows, displays, product shows, leasing of kiosks, or other uses that in Landlord's judgment tend to attract the public. Further, the Landlord reserves the right to utilize the lighting standards and other areas of the parking areas for advertising purposes and holiday decorations. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Office Building.

7. PROPERTY TAXES AND OPERATING EXPENSES.

A. Payment of Property Expenses. Tenant will pay, as Additional Rent, Tenant's Share of Property Expenses for each calendar year of the Term. If the Term includes any partial calendar years, or Tenant is otherwise required under this Lease to pay Tenant's Share of Property Expenses for only part of a full calendar year, Landlord will appropriately prorate Tenant's Share of Property Expenses for such partial calendar year on a per diem basis based on the number of days within such partial calendar year. Provided that Tenant is not in default hereunder, Tenant's Share of Property Expenses shall be abated for the first month of the Term hereof.

Estimation of Tenant's Share of Property Expenses. Landlord will deliver to Tenant An estimate of the following for each calendar year of the Term: (a) Property Expenses, (b) Tenant's Share of Property Expenses and (c) the annual and monthly Additional Rent attributable to Tenant's Share of Property Expenses. Landlord may re-estimate Property Expenses from time to time during the Term. In such event, Landlord will revise the monthly Additional Rent attributable to Tenant's Share of Property Expenses to an amount sufficient for Tenant to pay the re-estimated amount over the balance of the calendar year.

B. Payment of Estimated Tenant's Share of Property Expenses. Tenant will pay the amount Landlord estimates as Tenant's Share of Property Expenses in equal monthly installments, in advance, beginning on the Commencement Date and thereafter on the first day of each and every calendar month during the Term. If Landlord has not delivered a new estimate to Tenant by the first day of January of the applicable calendar year, Tenant will continue paying Tenant's Share of Property Expenses based on Landlord's estimates for the previous calendar year. When Tenant receives Landlord's estimates for the current calendar year, Tenant will pay the estimated amount for such calendar year (less amounts Tenant paid to Landlord in accordance with the immediately preceding sentence) in equal monthly installments over the balance of such calendar year, with the number of installments being equal to the number of full calendar months remaining in such calendar year.

C. Confirmation of Tenant's Share of Property Expenses. After the end of each calendar year within the Term, Landlord will determine the actual amount of Tenant's Share of Property Expenses for the expired calendar year and deliver to Tenant a written statement of such amount. If Tenant paid less than the amount of Tenant's Share of Property Expenses specified in the statement, Tenant will pay the difference to Landlord as Additional Rent. If Tenant paid more than the amount of Tenant's Share of Property Expenses specified in the statement, Landlord will, at Landlord's option, either (a) refund the excess amount to Tenant, or (b) credit the excess amount against Tenant's next due monthly installment or installments of Tenant's Share of Property Expenses. If Landlord is delayed in delivering such statement to Tenant, such delay does not constitute a waiver of either party's rights under this Section. Within a reasonable time (not more than 90 days) after expiration of each calendar year, Landlord shall submit to Tenant a statement setting forth the actual Operating Costs of the Project for such calendar year (a) Tenant's Pro Rata Share of Actual Operating Costs, and (b) the aggregate of Tenant's payments of Estimate Operating Costs for such year. Within thirty days after the delivery of such statement (including any statement delivered after the expiration or termination of the Term of this Lease), the party in whose favor the difference, if any, between (a) and (b) exists shall pay the amount of such difference to the other. Landlord's books and records relating to Operating expenses for any particular calendar year shall be reasonably available for inspection by Tenant during the 90 day period following delivery of Landlord's statement with respect to such year. Each statement furnished by Landlord hereunder shall constitute a final determination upon Tenant unless Tenant shall within 90 days after delivery thereof give written notice to Landlord that Tenant disputes the accuracy thereof, which notice shall specify in reasonable detail the inaccuracies of the statement.

D. Adjustments to Property Expenses. If any portions of the rentable area of the Property are not occupied at any time during any calendar year pursuant to leases under which the terms and rents have commenced for such calendar year, Landlord may reasonably and equitably adjust its computation of Property Expenses for that calendar year to include all components of Property Expenses (if any) that vary based on occupancy in an amount equal to Landlord's reasonable estimate of the amount such components of Property Expenses would have been if all of the rentable area of the Property had been so occupied at all times during such calendar year. If at any time or from time to time any components of Property Expenses relate to (a) services or benefits that are received by Tenant but not all other tenants in the Property; (b) costs that are incurred by Landlord on behalf of Tenant but not all other tenants in the Property; (c) costs that are incurred by Landlord solely, or in disproportionate amounts, as a result of Tenant's particular use or occupancy of the Premises or Property as compared to other tenants in the Property; or (d) services, benefits or costs that are otherwise received or incurred in differing amounts by, for or as a result of Tenant's particular use or occupancy of the Premises or Property as compared to other tenants of the Property, then Landlord may, in Landlord's reasonable discretion, adjust Landlord's computation of such components of Property Expenses to equitably allocate such components of Property Expenses among Tenant and the other tenants of the Property, as applicable, in amounts Landlord reasonably determines to be proportionate to the amounts of such services, benefits and costs received by or incurred for or as a result of Tenant and each such other tenant.

8. MAINTENANCE.

A. Landlord's Maintenance Obligations. Landlord shall maintain, repair, and replace the exterior of the Premises (other than plate glass, signage or other obligations of Tenant set forth in this Lease); roof, foundation, and structural supports; plumbing, sewer, electrical systems, and utility services (but excluding fixtures within the Premises or improvements made by Tenant); and the heat, ventilation, and air conditioning units. Heating, ventilation, and air conditioning shall be provided in a manner which maintains a temperature allowing for comfortable occupancy of the Premises (approximately 63 to 73 degrees in heating season; approximately 72 to 76 in cooling season) during Tenant's normal school hours (M-F 7:00 a.m. to 4:30 p.m.) subject to Landlord approval.

i. Tenant Specific Requirements. In the event of any unique special needs of Tenant that increase the costs of Landlord's obligations, including but not limited to the use of machines or equipment that generate heat or otherwise affect the HVAC systems, or in the event of any Landlord maintenance, repair or replacement resulting from the negligence or misconduct of Tenant or its agents, any costs incurred by Landlord as a result of such Tenant-specific matters, including but not limited to installation, maintenance and repair of supplemental HVAC equipment serving the Premises shall be paid by Tenant, and any supplement HVAC equipment may be separately metered, at Landlord's option.

ii. Limitation. Landlord's repair obligations set forth above shall not be deemed to commence until Tenant has delivered written notice of the need for any such repair. Landlord does not warrant that any of the services referred to above will be free from interruption. Except to the extent resulting from the gross negligence or willful misconduct of Landlord or its agents, any such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof or render Landlord liable to Tenant for damages, give rise to any abatement of Rent, or otherwise relieve Tenant from performance of Tenant's obligations under this Lease.

iii. Access. Landlord shall have unfettered access to the Premises at all reasonable times, without charge or diminution of Rent, to enable Landlord to examine the same and to make such repairs, additions, and alterations as Landlord may deem advisable.

B. Tenant's Maintenance Obligations. Except to the extent Landlord is expressly obligated pursuant to this Section, Tenant shall, at its sole cost and expense, repair, maintain and replace all aspects of the Premises in a clean, attractive, first class condition, including but not limited to: walls; storefronts, plate and window glass; ceilings; floors; fixtures and trade fixtures; electrical and plumbing fixtures (including grease traps) servicing the Premises, and all improvements made by Tenant. All replacements shall be of equal quality to the original items replaced.

i. Utilities. Landlord shall provide reasonable water, sanitary sewer, gas, electricity, and other standard utilities for the Premises, excluding tenant-specific utility services, which shall be installed and maintained by Tenant at Tenant's sole cost. Interruptions or malfunctions of any utility services shall not constitute an eviction or disturbance of Tenant's use or possession of the Premises or a breach by Landlord of any of Landlord's obligations hereunder or render Landlord liable for any damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder or grant Tenant any right of off-set or recoupment,

ii. Compliance with Laws. Tenant shall comply with all laws, ordinances, and regulations applicable to the Premises and the occupancy thereof.

iii. Trash Disposal. Tenant shall maintain the Premises free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises to Landlord-provided dumpsters or trash bins. Tenant covenants and agrees, as its sole cost and expense, to comply with all applicable laws, orders and regulations regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Landlord reserves the right to refuse to collect or accept from Tenant any waste products, garbage, refuse or trash that is not separated and sorted as required by law. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed by reason of Tenant's failure to comply with the provisions of this Section.

iv. Extermination Service. Tenant shall be solely responsible for pest control within the Premises. In addition, Tenant shall fully cooperate with all pest control and extermination service provided by Landlord, including but not limited to moving or removing furniture or other personal property. Landlord shall use commercially reasonable efforts to minimize disruption caused by such pest control activities.

v. Tenant Waste. Tenant shall not commit or allow to be committed any waste on any portion of the Premises, and shall not overload, damage, or deface the Premises or do any act which may make void or voidable any insurance on the Premises or the Office Building, or which may result in an increased or extra premium payable for Landlord's insurance.

vi. Landlord Performance of Tenant Obligations. In the event Tenant fails to perform all maintenance, repair and replacement obligations set forth in this Lease within a reasonable amount of time. in addition to all other rights and remedies set forth in this lease, Landlord may (but shall not be obligated to), without notice, perform such

obligations on behalf of Tenant, in which event Tenant shall pay all charges incurred by Landlord.

9. ASSIGNMENT

- . Tenant shall not assign, sublet, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, nor allow any other person to occupy or use the Premises or any portion thereof (the employees, agents, servants, and invitees of Tenant, including Tenant's students, their families, and other members of the public invited to events hosted by Tenant excepted), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. For purposes of this provision, the foregoing restriction shall include any voluntary or involuntary transfer, assignment, or transfer by operation of law, merger, consolidation or amalgamation of Tenant with a third party, and the issuance, transfer, or sale of a majority or controlling interest in stock or ownership in Tenant. Tenant's request for consent shall be made in writing, at least thirty days prior to the date of the proposed transfer, and shall include the business terms of the proposed transfer, financial information (including audited financial statements) of the proposed transferee, business plan and biographies/resumes of the key owners and personnel of the proposed transferee, and such other information as Landlord may reasonably require. Without limiting any other reasonable basis for withholding consent, it shall not be unreasonable for Landlord to withhold its consent if: (i) a default of Tenant has occurred at any time during the Lease Term; (ii) the use of the Premises would not comply with the provisions of this Lease or the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Center (including but not limited to tenant mix), (iii) the financial condition of the transferee is such that it may not be able to perform its obligations under this Lease, or the transferee has a lesser financial strength than that of Tenant on either the date of this Lease or the date of the proposed transfer, (iv) such a Transfer would violate any term, condition, covenant or agreement of the Landlord involving the Office Building or any other tenant's lease within it. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer. Landlord shall have the right to charge a reasonable fee for review and approval of any assignment.

10. ALTERATIONS AND IMPROVEMENTS.

- A. Landlord Improvements. Tenant is accepting the premise in as-is condition.
- B. Tenant Improvements. Except as approved in writing in advance by Landlord, Tenant shall not make any alteration of or addition to the Premises. Without limitation of the foregoing, Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant.
- C. Signage. Prior to the Rent Commencement Date, Landlord shall provide building standard directory and suite signage. Except as expressly approved by Landlord, Tenant shall not place signs on the Premises, nor change any previously approved signage. This provision does not apply to temporary paper, cardboard, or similar posters, placards, or other signs used by the Tenant to advertise student presentations or other events hosted by the Tenant as a public school. Tenant shall have the right to display such posters, placards, and other temporary signs in the Premises.

11. HAZARDOUS SUBSTANCES

- . Tenant will not permit any Hazardous Substances to be brought onto the Premises or Office Building, other than de minimus quantities of substances used in the ordinary course of business (such as

cleaning supplies, printer cartridges, household batteries, and amounts of chemicals and other supplies necessary for the Tenant's use of the Premises as a public school, including, but without limitation, science classes), which shall be brought into, stored, and used only in strict and compliance with all applicable laws and regulations. Tenant agrees to adhere to all city fire codes and ordinances regarding any chemicals on the premises. Additionally, the proper storage and handling of these chemicals is the sole responsibility of the Tenant. If at any time during or after the Lease Term, the Premises are alleged or found to be contaminated or subject to Hazardous Materials as a result of any matter other than (a) conditions existing prior to the Delivery Date, or (b) conditions caused by Landlord or its agents, then Tenant shall promptly provide Landlord with copies of all related notices, correspondence, allegations or other information related to such contamination. Tenant shall diligently institute proper and thorough cleanup procedures, in accordance with all applicable laws and regulations. Such remediation shall be at Tenant's sole cost, and to the maximum extent permitted by Minnesota Law, Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Office Building, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, penalties (whether civil or criminal), damages (actual or punitive), including attorney fees and costs. The foregoing notwithstanding, Landlord may, at its option, choose to undertake such remediation at Tenant's sole cost and expense. For purposes of this Section, "Hazardous Substance" means any substance, waste, pollutant, or containment that is regulated or actionable under any federal, state, or local law, rule, regulation, or common law, including, but not limited to, polychlorinated biphenyls, asbestos, urea formaldehyde, or related substances and petroleum and petroleum products.

12. CASUALTY LOSS

- . In case of damage to the Premises or the Office Building by fire or other casualty, Tenant shall give immediate notice to Landlord who shall thereupon cause the damage to be repaired with at the expense of Landlord, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of the Landlord, provided that Landlord's repair obligation shall not exceed any insurance proceeds available to Landlord for such repair. To the extent that the Premises are rendered untenable, Rent shall be proportionately abate, except in the event such damage resulted from or was contributed by the act, fault, or neglect of Tenant, Tenant's employees or agents, in which event there shall be no abatement of Rent. In the event the damage to the Premises shall be so extensive that Landlord shall decide not to repair or rebuild, this Lease may be terminated effective as of the date of such damage, by written notice from either party to the other party. Tenant shall thereupon vacate the Premises.

13. EMINENT DOMAIN

- . If the entire Premises are taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Premises or the Office Building is taken by eminent domain (other than a de minimus taking that does not impact the access, parking, visibility or operation of the Office Building), Landlord shall have the right to terminate this Lease as of the date of taking by giving notice thereof to Tenant within ninety (90) days after such date of taking. If Landlord does not elect to terminate this Lease, Landlord shall restore the Premises, exclusive of any improvements or other changes made therein by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible, provided that Landlord's restoration obligation shall not exceed any condemnation award proceeds available to Landlord. To the extent that the Premises are rendered untenable, Rent shall proportionately abate. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord, whether such damages be

awarded as compensation for diminution in value of the leasehold estate hereby created or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for relocation.

14. INSURANCE.

A. Insurance by Landlord. During the Lease Term, Landlord shall maintain commercial liability insurance, fire insurance with extended coverage, boiler and pressure vessel insurance, and other insurance on the Office Building and all property and interest of Landlord in the Office Building with coverage in amounts deemed reasonable by Landlord, or otherwise required by Landlord's lender, from time to time. In addition, Landlord may maintain such other commercially reasonable insurance as Landlord deems appropriate.

B. Insurance by Tenant. Tenant shall, during the Lease Term, procure and keep in force the following insurance:

i. Commercial liability insurance naming Landlord and Landlord's managing agent for the Office Building as additional insureds against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than Two Million Dollars (\$2,000,000). If Tenant has other locations that it owns or leases the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto.

ii. Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the cause of loss – special form (all risk) and in addition, coverage for flood, earthquake and boiler and machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

iii. Workers' compensation insurance in accordance with statutory law and employers' liability insurance requirements in the State of Minnesota.

iv. Such other insurance as Landlord deems reasonably necessary and prudent, or as required by mortgagees of any mortgage encumbering the Office Building.

The policies required to be maintained by Tenant shall be issued by companies rated A- or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the State of Minnesota and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$5,000. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the Delivery Date and annually thereafter at least thirty (30) days prior to the expiration of the then-existing policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy. An amount equal to five percent (5%) of the monthly Rent shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord a current certificate(s) evidencing that the insurance required pursuant to this Section is being maintained.

In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the required insurance and pay

the premium. Tenant shall repay to Landlord as Additional Rent the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including attorney fees) and damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance.

C. Waiver of Subrogation. Each of the parties hereto mutually releases and discharges the other, and any officer, agent, employee or representative of such party, of and from any liability whatsoever, and waives all right of recovery against the other, for any loss of or damage or injury to the property of each, caused by or resulting from fire or other casualty covered by the insurance required to be carried hereunder to the extent of any recovery by the injured party under such insurance, regardless of the cause of such loss, damage or injury even though it results from some act or negligence of a party hereto, its employees, agents or contractors; provided, however, that this Section shall be inapplicable if it shall have the effect, but only to the extent that it would have the effect, of invalidating the insurance coverage of the parties hereto. If necessary, each party shall procure from its insurers a waiver of all rights of subrogation which the insurers under said policies might otherwise have, said waiver to be in writing and for the express benefit of the other.

D. Limitation on Liability. Landlord and its building manager and their officers and employees shall not be liable to Tenant for any damage to or loss of personal property in the Premises or Office Building unless such damage or loss is the result of the gross negligence or willful misconduct of Landlord, its building manager, or their officers, employees, or agents. Specifically, but not by way of limitation of the foregoing, Landlord shall not be responsible for any security matters regarding the Common Areas, including loss, theft or damage to vehicles parked at the Office Building, unless caused by the gross negligence or willful misconduct of the Landlord, its building manager, or their officers, employees, or agents. The term "Landlord" shall mean only the owner of the Office Building at the time such liability accrues, and in the event of the transfer by such owner of its interest in the Office Building and the assumption by the transferee of the covenants, duties and obligations of Landlord hereunder, such transferor shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing.

15. INDEMNIFICATION

- Tenant shall indemnify, hold harmless, and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Office Building, if: (a) caused or contributed to by Tenant or Tenant's agents or invitees or (b) arising out of any occurrence in, upon or at the Premises, or (c) on account of the use, condition, occupational safety or occupancy of the Premises. It is the intent of the parties hereto that the indemnity contained in this section shall not be limited or barred by reason of any negligence on the part of Landlord or Landlord's agents, except as expressly provided herein. Such indemnification shall include and apply to attorney fees, investigation costs, and other costs actually incurred by Landlord. Tenant shall further indemnify, and hold harmless Landlord from and against all claims, losses or liabilities arising from or related to the performance of any obligation on Tenant's part to be performed under the terms of this Lease. This Lease is made on the express conditions that Landlord shall not be liable for, connected with the condition, use, occupational safety or occupancy of the Office Building or Premises specifically including, without limitation, any liability for injury to the person or property of Tenant or Tenant's agents, except to the extent that such injury is caused by the negligence, gross negligence, or intentional conduct of Landlord, its building manager, or their officers, employees, or agents.

16. DEFAULT

- Tenant hereby agrees that if Tenant fails to make any payments or perform any obligations arising under this Lease, then following fifteen (15) business days' written notice to Tenant, Landlord shall have all rights and remedies available to it in law or in equity. Without limitation of the foregoing, Landlord may re-enter immediately into the Premises and remove all persons and property therefrom and, at Landlord's sole option, terminate this Lease. In the event Landlord elects to terminate Tenant's right to possession of the Premises, or to terminate this Lease, Tenant shall be immediately upon such re-taking by Landlord be liable for all Rent and other indebtedness accrued to the date of such re-taking plus all future Rent as would otherwise have been required to be paid by Tenant to Landlord during the balance of the Lease Term (excluding unexercised Renewal Terms). Actions to collect amounts due may be brought from time to time during the aforesaid period, on one or more occasions, without the necessity of waiting until expiration of such period. Further, Tenant shall be liable for and shall pay to Landlord: (i) marketing, broker fees, commissions, and tenant improvement costs incurred by Landlord in connection with reletting the whole or any part of the Premises; (ii) the costs of repairing or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and (iii) all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including attorney fees, court costs and expenses.

Tenant further agrees that the following shall each be deemed an event of default under this Lease: (i) Tenant is declared bankrupt or insolvent, (ii) Tenant petitions for, or consents to, the appointment of a receiver trustee or custodian of all or substantially all of Tenant's assets, (iii) Tenant petitions or consents to be declared a bankrupt or insolvent, or (iv) a petition is filed by a third person to have Tenant declared bankrupt or insolvent or to have a receiver appointed with respect to all or substantially all of Tenant's assets and such petition is not discharged within sixty (60) days after service thereof is made on Tenant,

Landlord hereby agrees that if Landlord fails to reasonably perform any material obligations arising under this Lease, it shall be in default if Landlord has not remedied such failure within sixty (60) days of receiving notice from Tenant, however, if such performance would require more than sixty (60) days Landlord shall be granted a reasonable amount of time for such performance. In the event that such default is not cured within sixty (60) calendar days of notice thereof or a reasonable amount of time if such performance would reasonably take more than sixty (60) days, Tenant may terminate this Lease, at its sole discretion. In the event of such termination, Tenant shall not be responsible for any Rent, including Additional Rent, or other payment to the Landlord, other than Rent accrued to the date of such termination.

17. LATE FEE

- If any installment of rent is not paid by Tenant within five days after the same becomes due and payable: (i) a late charge in the amount of \$50.00 shall become immediately due and payable as additional rent; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: the maximum rate permitted by law; and four (4) points over the rate of interest publicly announced from time to time by the Wall Street Journal as its "primerate", "base rate" or "reference rate", (or if more than one exist, whichever is highest) each change in the interest rate hereunder to become effective on the date the corresponding change in such prime rate becomes effective.

18. TERMINATION

- Upon the termination of this Lease in any manner whatsoever, Tenant shall remove its goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly as good order and condition as the same exists at the commencement of the Lease Term or as the same may hereafter be put in by Landlord or Tenant, reasonable use, wear, and tear thereof, damage by fire and other casualty, and repairs which are Landlord's obligations excepted. All alterations, additions, or improvements made by Tenant shall be deemed Landlord's property and a part of the Premises, and Tenant shall be entitled to remove only its personal property and trade fixtures, but in no event may Tenant remove any property (including but not limited to trade fixtures) that were paid for by Landlord, either directly or through payment of any tenant allowance provided to Tenant. The foregoing notwithstanding, if Landlord directs Tenant to remove any alterations or additions, Tenant shall do so prior to the termination date, and shall repair any damage caused by such removal and shall restore the Premises. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be deemed abandoned, and Landlord may dispose of the same as it deems expedient. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any personal property, trade fixtures, alterations, or additions, and for the costs of repairing any damage caused by the removal of any of the foregoing.

19. HOLDING OVER

- Should Tenant continue to occupy the Premises after expiration of the Lease Term or any renewal or renewals thereof, or after a forfeiture incurred, such tenancy shall be from month to month and in no event from year to year or for any longer term. The monthly Base Rent during such month-to-month tenancy shall be two (2) times the Base Rent payable immediately prior to such holding over. Tenant shall also be responsible for all damages resulting from Tenant's holding over, including any damages arising out of Landlord's failure to deliver the Premises to a subsequent tenant or occupant.

20. NOTICES

- All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Premises, or to such other address or addresses as Tenant may from time to time notify Landlord in writing, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or (3) business days after being deposited in the mail as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail addressed to Landlord at the address where the last previous rental hereunder was payable, or in case of subsequent change upon notice given, to the latest address furnished by written notice pursuant to this Section.

21. SUBORDINATION

- Tenant accepts this Lease subject and subordinate to all mortgages or trust deeds, now or hereafter a lien upon or affecting the Premises. Tenant shall execute such documents as any mortgagee or trustee may reasonably request confirming any aspects of Tenant's occupancy hereunder, including but not limited to any estoppel certificates or attornment agreement. Tenant shall also execute any instruments, releases, or other documents that may be required by any mortgagee, trustee, or Landlord for the purpose of subjecting and subordinating this Lease to the lien and rights of any such mortgage or trust deed within ten (10) days after written request therefore shall constitute a default hereunder. In the case of failure of Tenant to execute such instruments, releases, or documents on demand, Landlord is hereby authorized as the attorney and agent of Tenant to execute such releases, instruments, or other documents (including SNDAs and estoppel certificates), and in such event

Tenant hereby confirms and verifies any such instruments so executed by virtue of this power of attorney. Further, Tenant acknowledges that damages resulting from Tenant's failure to execute any such releases, instruments, certificates or other documents are difficult to estimate, and therefore Tenant shall be responsible for payment of \$250 per day for every day that Tenant fails to execute such releases, instruments, certificates or documents, commencing on the eleventh day after written request from Landlord and continuing until delivery of properly executed and notarized original documents. However, in the event that such mortgagee or trustee elects to have this Lease prior in lien to its mortgage or trust deed, then in such event, upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed prior in lien to said mortgage or trust deed.

22. TENANT EQUIPMENT TAXES

- Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed, and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises; except that which is a standard item of the Office Building. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed with the Office Building, Tenant shall pay to Landlord its proportionate share of such taxes within thirty (30) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

23. GENERAL

- This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of lessor and lessee. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition. The topical headings of the several paragraphs and clauses are for convenience only and do not define, limit, or construe the contents of such paragraphs or clauses. This Lease shall be governed by Minnesota law.

All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by an Agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors, and assigns of each party hereto.

24. RECIPROCAL COVENANT ON ADA

- Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable) any notices alleging violation of the Americans with Disabilities Act of 1990 as amended, or any similar State or Federal law or regulation (collectively referred to herein as "ADA") relating to any portion of the Office Building or Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Office Building or Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Office Building or Premises. Tenant shall be responsible for compliance with the ADA within the Premises and in the Office Building to the extent that modifications are required for the conduct of Tenant's business or as a result of any improvements or other construction activities conducted by or at the direction or request of Tenant.

25. RECORDATION

- . Neither Landlord nor Tenant shall record this Lease or any memorandum hereof.

26. FORCE MAJEURE

- . This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, to the extent such inability is caused by reason of war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, inability to procure services or materials despite reasonable efforts, third party delays, acts of God, or any other cause(s) beyond the reasonable control of the Landlord (which causes are referred to collectively herein as “Force Majeure”). Any time specified obligation of Landlord in this Lease shall be extended one day for each day of delay suffered by Landlord as a result of the occurrence of any Force Majeure.

27. BROKERS

- . Tenant represents and warrants that Tenant has dealt with no brokers, agents, finders or similar persons with respect to the making of this Lease. Tenant shall indemnify Landlord, its agents, employees, partners, directors, shareholders, and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims and losses, including reasonable attorney fees and costs, incurred by Landlord in conjunction with any claim of any such person claiming by or through Tenant.

28. CONFIDENTIALITY

- 29. . Landlord and Tenant agree that this Lease is confidential, and neither shall, without the other’s prior written consent, disclose the contents of this Lease to any third party, except brokers, lawyers, accountants, architects, engineers, and other professional consultants engaged in connection with this Lease transaction.

30.

31.

29. QUIET ENJOYMENT. Landlord covenants that Landlord has the right to enter into this Lease as described herein, and that, if Tenant is not in material default of this Lease beyond the period for cure, Tenant shall have, hold, occupy and enjoy the Premises through the Term and extension thereof without hindrance or ejection by Landlord or any person claiming by, through or under Landlord or Landlord’s successors, and Landlord shall defend Tenant’s right to such quiet enjoyment.

30. ASSIGNMENT BY LANDLORD

- . Landlord may transfer, assign, mortgage and pledge its interest in this Lease at any time without Tenant’s consent. Tenant hereby attorns to such party as its Landlord, said attornment to be effective and self-operative immediately upon the transfer of Landlord’s interest in this Lease to such party without the execution of any further instruments on the part of any parties. Tenant shall not be obligated to pay its Rent directly to the mortgagee, assignee, transferee (as the case may be) until

Tenant receives written notice from such party that it has succeeded to the interests of Landlord under this Lease.

31. MISCELLANEOUS.

A.

A. All Obligations Are Rent. Unless the context clearly denotes the contrary, the words “Base Rent” and “Additional Rent” as used in this Lease not only includes cash rental for the Premises, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other Parties. All obligations related to payment of Rent, indemnification, remediation of the Premises, and construction (including payment therefor) shall survive any termination or expiration of this Lease.

B. Legal Costs. In any litigation between the parties arising out of this Lease, the non-prevailing party shall pay to the prevailing party all expenses and costs including attorney fees incurred by the prevailing party in connection with the litigation (including fees and costs in preparation for and at trial, and on appeal, if applicable) (“Legal Costs”). The Legal Costs shall be payable on demand, and, if the prevailing party is Landlord, the Legal Costs shall be deemed Additional Rent, subject to all the Landlord’s rights and remedies provided herein.

C. Waiver of Jury Trial; Counterclaim. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant’s use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy. If Landlord commences any summary proceeding for nonpayment of any Rent due hereunder, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

D. Authority to Execute. The parties executing this Lease on behalf of Tenant warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors.

(Signature Page to follow on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

TENANT:

Southview Office Center, LLC

Academic Arts High School

By: _____

By: ____

Its: _____

Its: ____

Date: _____

Date: _____

EXHIBIT B
RULES & REGULATIONS

1. **Security.** Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Office Building, any persons occupying, using, or entering the same, or any equipment, finishings or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.
2. **Late Rent.** Landlord shall enforce the late rent payment policy as outlined in Section 16 of the Lease as required. Landlord, however, will allow RENT to be late by not more than 5 days in any one rental year without such a late payment fee as per section 16.
3. **Locks.** Landlord may from time to time install and change locking mechanisms on entrances to the building, common areas of the Office Building, and the Premises, and shall provide to Tenant a reasonable number of keys and replacements. The terms "locks" and "keys" include any devices serving the same purpose. Tenant shall not add to or change existing locking mechanisms on any door in or to the Premises without Landlord's prior written consent. If Tenant installs lock(s) incompatible with the master locking system:
 - (a) Landlord may, without notice and at Tenant's expense, remove such Tenant-installed locks and replace them with locks compatible with the master locking system;
 - (b) Landlord, without abatement of Rent, shall be relieved of any obligation to provide any service to the locked areas;
 - (c) Tenant shall indemnify Landlord against any expense as a result of forced entry thereto which may be required in any emergency, and
 - (d) At the end of the Lease Term, at Tenant's expense, Tenant shall remove and replace such locks and provide Landlord with all keys.
 - (e) Landlord shall make its best efforts to ensure that the Common Area is secured on a nightly basis. Tenant shall be obligated to ensure that their suite is secured, as necessary.
4. **Return of Keys.** At the end of the Lease Term, Tenant shall promptly return to Landlord all keys for the Premises and Office Building that are in possession of Tenant.
5. **Windows.** Tenant shall observe Landlord's rules with respect to maintaining window coverings at all windows in the Premises so that the building presents a uniform exterior appearance, and shall not install any window shades, screens, drapes, covers or other materials on or at any window in the Premises without Landlord's prior written consent.
6. **Repair, Maintenance, Alterations and Improvements.** Tenant shall carry out Tenant's repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Office Building.
7. **Personal Use of Premises.** The Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes.

8. **Heavy Articles.** Tenant shall not place in or move about the Premises any safe or other heavy article which in Landlord's reasonable opinion may damage the building. Landlord may designate the location of any heavy articles in the Premises.
9. **Bicycles, Animals.** Tenant shall not bring any animals (including but not limited to fish and birds) into or upon the Office Building, other than guide animals as permitted by applicable law. Tenant shall not permit bicycles or other vehicles inside or on the sidewalks outside the building except in areas designated from time to time by Landlord for such purposes.
10. **Furniture and Equipment.** Tenant shall ensure that furniture and equipment being moved into or out of the Premises is moved through such entrances and at such times as may from time to time be designated by Landlord, and by a moving company approved by Landlord, and shall promptly pay or to Landlord the cost of repairing any damage caused thereby.
11. **Solicitations.** Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Office Building. In no event may Tenant distribute or allow distribution of any handbills or flyers in the Common Areas, including but not limited to "car flyers" placed on parked vehicles. Any violation of this provision will result in Tenant being fined \$500 per day, plus 200% of all costs incurred by Landlord in controlling litter and refuse resulting from such distribution.
12. **Obstructions.** Tenant shall not obstruct or place anything in or on the sidewalks, parking areas, or driveways of the Office Building, or use such areas for any purpose except parking and access to the Premises without Landlord's prior written consent. At Tenant's expense, Landlord may remove and dispose of any such unauthorized obstruction or thing, without notice or obligation to Tenant.
13. **Proper Conduct.** Tenant shall not conduct itself in any manner which is inconsistent with the character of the Office Building as a first quality center, or which will impair the comfort and convenience of other tenants in the Office Building.
14. **Employees, Agents, and Invitees.** In these Rules and Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.
15. **Energy Conservation.** Tenant shall make every effort to practice energy conservation within the Premises and will cooperate with Landlord in establishing and implementing such conservation programs as Landlord may from time to time develop.
16. **Loading and Delivery.**
 - (a) The delivery and shipping of merchandise, supplies, fixtures and other materials or goods of whatsoever nature to or from the Premises and all loading, unloading, and handling thereof shall be done only at such times, in such areas/entrances as are designated by Landlord.
 - (b) Landlord accepts no liability and is hereby relieved and released by Tenant in respect of the operation of the delivery facilities, or the adequacy thereof, or the acts or omissions of any person or persons engaged in the operation thereof, or in the acceptance, holding, handling, delivery or dispatch, or failure of any acceptance, holding handling or dispatch, or any error, negligence or delay therein.
 - (c) Landlord may from time to time make and amend regulations for the orderly and efficient operation of the delivery facilities and may require the payment of reasonable and equitable charges for delivery services and demurrage provided by Landlord.
17. **Name of Building.** Landlord shall have the right, after thirty (30) days notice to Tenant, to change the name, number, or designation of the Office Building during the Lease Term without liability to Tenant.

18. **Smoke-Free.** The Office Building is smoke-free. All areas of the Office Building are smoke-free, including restrooms, parking ramp, loading dock, and vestibules, except for designated smoking areas which may be changed or removed by Landlord, from time to time, in its sole discretion.